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, February 24, 2026 - 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) Program

C25304

A Resolution of the City of Sunrise, Florida, approving the General Parameters of the "City of Sunrise Business Spotlight Awards Program" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(B) Agreement

C26031

A Resolution of the City of Sunrise, Florida, approving Eleven (11)

Art Sculptures from various Artists to participate in the "Temporary Art Sculpture Program"; approving Five (5) Alternate Art Sculptures; approving the form of a "Public Art Loan and Display Agreement"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(C) Agreement

C26039

A Resolution of the City of Sunrise, Florida, approving a "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Flaminio Antonio;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(D) Agreement

C26040

A Resolution of the City of Sunrise, Florida, approving a "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Asia Scudder;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(E) Agreement

C26032

A Resolution of the City of Sunrise, Florida, approving a design proposal for the Flamingo Linear Park Signature Sculptures Project; approving a "Contract for Commission and Purchase of Public Art between the City of Sunrise, Florida and Silverwater Creative LLC d/b/a Sijia Chen Studio"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(F) Agreement

C26038

A Resolution of the City of Sunrise, Florida, approving a Design Proposals for the Flamingo Linear Park Signature Sculptures Project; approving a "Contract for Commission and Purchase of Public Art between the City of Sunrise, Florida and MGA Sculpture Studio LLC;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development

Director.

(G) Agreement

C26033

A Resolution of The City of Sunrise, Florida, approving a design proposal for the Panthers on The Prowl project; approving an "Agreement for Commission of Public Art between the City of Sunrise, Florida and Jewellery by Nadine LLC"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(H) Services

C26051

A Resolution of the City of Sunrise, Florida, retaining the services of Nabors Giblin & Nickerson P.A. as Special Counsel to represent the City with regard to Non-Ad Valorem Special Assessment matters; providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(I) Chemicals

C26025

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-13-11-HR for Swimming Pool Chemicals to various vendors (multi-award); and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(J) Agreement

C26037

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-07-01-MM between the City of Sunrise and Florida Coast Equipment, LLC" under the terms of the National Purchasing Cooperative Buyboard Contract No. 706-23 for the purchase of Grounds Maintenance Equipment, Parts, and Supplies; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(K) Agreement

C26034

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-05-12-MM between The City of Sunrise and Deere & Company" under the terms of the Sourcewell

Master Agreement No. 112624 for Grounds Maintenance Equipment and Related Attachments; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(L) Services

C26023

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-12-11-HR to Action Environmental, LLC for chemical removal; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(M) Agreement

C26029

A Resolution of the City of Sunrise, Florida, awarding RFP No. 25-06-08-MS and "Standard Contract No. C-25-06-08-MS between the City of Sunrise, Florida and United States Service Industries, Inc. dba Grupo Eulen" for Custodial Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(N) Services

C26042

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 25-83-09-MS for the East Sunrise Water Main Replacement – Phase II Project to ITG Communications, LLC; approving contract no. C 25-83-09-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(O) Agreement

C26019

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Stantec Consulting Services, Inc. for Project Agreement Number: PA-26-005-SC East Sunrise Watermain Improvements Phase 2 Construction Management Services" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(P) Agreement

C26030

A Resolution of the City of Sunrise, Florida, approving a "Project

Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-26-009-HS Sawgrass WWTP Injection Well No.3 Cleaning Engineering Assistance"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(Q) Agreement

C26035

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 25-53-04-CM for the Sawgrass Wastewater Treatment Plant Biosolids Odor Control Improvements Project to RF Environmental Services, Inc.; approving Contract No. C 25-53-04-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(R) Agreement

C26041

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-007-HS Sawgrass WWTP Biosolids Odor Control Improvements Construction Management Services (CMS)" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(S) Amendment

C26043

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida and Stantec Consulting Services Inc."; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(T) Amendment

C26044

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida, and Black & Veatch Corporation"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(U) Agreement

C26050

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Project Agreement 20-009-JR between the City of Sunrise and Joseph Roles and Assoc, Inc. Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(V) Agreement

C26054

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc."; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(W) Agreement

C25294

A Resolution of the City of Sunrise, Florida, awarding Bid No. 25-65-06-CM to RF Environmental Services, Inc. for the Sawgrass Wastewater Treatment Plant Dissolved Air Flotation Thickening Process Improvements – Phase 1 Project; approving Contract No. C 25-65-06-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(X) Agreement

C26008

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-008-HS Sawgrass Wastewater Treatment Plant Dissolved Air Floatation Thickening Process Improvements - Phase 1 Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(5) <u>Quasi Judicial Consent Agenda</u>

(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.)

(A) Lime Lit Lounge

C26026

Special Exception - Board of Adjustment Board - February 3, 2026 Passed 6-0

A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for a Bar located at 4537 N. Pine Island Road, within the Pines Plaza Shoppes; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(6) Special Items

(A) Presentation

Presentation honoring winners of the 2026 Taste of Sunrise, Taster's Choice Awards. Kevin Pickard, Director of Leisure Services.

(B) Presentation

Presentation to the Sunrise Leadership Academy (SLA) Students Class of 2026. Robert Burns, Marketing and Communications Director.

(7) City Items

(A) Public Art Master Plan Approval

C26036

A Resolution of the City of Sunrise, Florida, adopting a Public Art Master Plan; authorizing City Staff to utilize the Master Plan for Planning Public Art Projects; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

(B) Appointment

C26045

A Resolution of the City of Sunrise, Florida, appointing a member to the Accessibility, Inclusion and Mobility Advisory Board and identifying the Members' Preferred Disciplines/Categories; and providing an effective date. City Manager Mark Lubelski. Felicia

M. Bravo, City Clerk.

(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

C25247

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, adopting an Amended 10-year Water Supply Facilities Work Plan and amending the City of Sunrise Comprehensive Plan to strengthen coordination between water supply and Local Land Use Planning by amending the infrastructure, conservation, capital improvements, and intergovernmental coordination elements; providing for transmittal of this Ordinance and the Comprehensive Plan Amendments to the Florida Department of Commerce and other units of Local Government and Governmental Agencies as required under Chapter 163, Part II, Florida Statutes; providing for adoption pursuant to Section 163.3184(3), Florida Statutes; providing for inclusion in the City of Sunrise Comprehensive Plan; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 10/14/2025 Passed 5-0).

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(A) Presentation

Presentation by the Broward County Metropolitan Planning

Organization (MPO) regarding the proposed C-13 Canal Greenway project. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(B) City Commission Budget

Commission discussion and/or action regarding Commission Budget. Mayor Michael J. Ryan.

(C) Wellness Initiative Update

Employee Preventative Screening - Wellness Initiative Update by City Manager Mark Lubelski.

(D) Solid Waste Authority of Broward County Update

Update on Solid Waste Authority of Broward County by City Manager Mark Lubelski.

(17) <u>New Business</u>

(A) City Attorney Annual Review

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

(B) Tunes 'N Trucks

Commission Discussion and/or Action re: Tunes 'N Trucks Concert Series. Commissioner Joseph A. Scuotto.

(C) Youth Advocacy Council

City Commission Discussion and/or Action re: Creation of a Youth Advocacy Council. Assistant Deputy Mayor Latoya S. Clarke

<u>Adjournment</u>

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 Manager

Item Title: Program

Item Number: 4A **Meeting Date:** 2/24/2026

City Reference Number (C#): C25304

Item Description:

A Resolution of the City of Sunrise, Florida, approving the General Parameters of the "City of Sunrise Business Spotlight Awards Program" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
001.49.60.519.505295 - Other Material & Supplies

Amount:
$2,000.00

ATTACHMENTS:

ATY Resolution - C25304
Business Spotlight Awards Program Overview

Background:
Sunrise is home to approximately 3,000 businesses of all sizes that make significant contributions to the City's economic vitality. To recognize these efforts, the Small Business Advisory Board proposed establishing a formal recognition program to highlight the accomplishments of local businesses. The City Commission approved resources for this initiative in the FY 2026 Budget, leading to the creation of the Business Spotlight Award Program.

The Business Spotlight program will be held annually, and it gives the City of Sunrise an opportunity to honor businesses across three categories for their dedication, innovation, and positive impact on the community. In collaboration with the Small Business, Sustainability, and Economic Development Advisory Boards, each board will select one winner for their respective award category. The three award categories are as follows:

- Economic Impact Award
- Small Business of the Year
- Community Champion Award

Once selected, winners will be contacted to schedule a time to film a one-minute video highlighting their business and sharing why they choose to operate in Sunrise. Award recipients will then be formally recognized at the November City Commission Meeting, coinciding with the proclamation of Small Business Saturday. This recognition offers the community an opportunity to celebrate local achievements, encourages residents to shop locally, and supports efforts to increase customer traffic and revenue for Sunrise businesses.

It is requested that the City Commission approve the Business Spotlight Awards Program and authorize the City Manager to take all necessary steps to implement and manage the program and make necessary updates as required.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director
Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE GENERAL PARAMETERS OF THE "CITY OF SUNRISE BUSINESS SPOTLIGHT AWARDS PROGRAM"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise is home to approximately 3,000 businesses of all sizes that make significant contributions to the City's economic vitality; and

WHEREAS, the Small Business Advisory Board has proposed establishing a program to recognize and highlight the accomplishments of local businesses; and

WHEREAS, the City Commission approved resources for this initiative in the FY 2026 Budget, leading to the creation of the Business Spotlight Awards Program; and

WHEREAS, City Commission approval is required to implement this Program.

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

Section 1. The "City of Sunrise Business Spotlight Awards Program" (Program) is hereby approved. A copy of the Program Overview is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager, and designees, are hereby authorized to take all actions necessary to implement and manage the Program.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

Business Spotlight Awards Program

OVERVIEW

Sunrise is home to approximately 3,000 businesses of all sizes that make significant contributions to the City's economic vitality. To recognize these efforts, the Small Business Advisory Board proposed establishing a formal recognition program to highlight the accomplishments of local businesses. The City Commission approved resources for this initiative in the FY 2026 Budget, leading to the creation of the Business Spotlight Awards Program.

The Business Spotlight Awards will be held annually, and it gives the City of Sunrise an opportunity to honor businesses across multiple categories for their dedication, innovation, and positive impact on the community. In collaboration with the Small Business, Sustainability, and Economic Development Advisory Boards, each board will select the winners for its respective award categories.

Once selected, winners will be contacted to schedule a time to film a one-minute video highlighting their business and sharing why they choose to operate in Sunrise. Award recipients will then be formally recognized at the November City Commission Meeting, coinciding with the proclamation of Small Business Saturday. This recognition offers the community an opportunity to celebrate local achievements, encourages residents to shop locally, and supports efforts to increase customer traffic and revenue for Sunrise businesses.

Award Categories

Economic Impact Award: Recognizes a business that has directly or indirectly contributed to the economic wellbeing of Sunrise through job creation, investment in the local community, and/or the development of innovative products.

Small Business of the Year: Presented to a small business with 25 or fewer employees that exemplifies outstanding customer service and a strong commitment to excellence.

Community Champion Award: This award honors businesses that brighten Sunrise through community involvement and environmental responsibility. Recipients actively support local nonprofits, schools, and workforce programs and/or steps to protect and enhance our environment because a healthy community and a healthy planet go hand-in-hand.

Note: Not all categories will have a winner if no qualifying applications are received.

Eligibility Criteria

To qualify for consideration, businesses must meet the following requirements:

- Hold an active Business Tax Receipt (BTR)
- Operate a brick-and-mortar location within the City of Sunrise
- Not have received a Business Spotlight Award within the past three (3) years
- Not be a City of Sunrise employee or Board Member

A nomination form will need to be completed with additional questions to determine eligibility. Residents, customers, business owners, advisory board members, and others who know a Sunrise business may submit one or more award nominations. Self-nominations are also welcome.

Winner Recognition

Award recipients will receive:

- Recognition at a City Commission Meeting
- A professionally produced video created by the City of Sunrise, featuring all winners, and shared on the city's social media platforms
- A gift bag that includes a window decal and other items

Tentative 2026 Program Timeline

March – Nominations open
May – Nominations close
May/July – Advisory Boards (Sustainability, Small Business, Economic Development) review applications and select winners
July – Winners notified and video appointments scheduled
August/October – Video production, editing, and final review
November – Winners recognized at the City Commission Meeting

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4B **Meeting Date:** 2/24/2026

City Reference Number (C#): C26031

Item Description:

A Resolution of the City of Sunrise, Florida, approving Eleven (11) Art Sculptures from various Artists to participate in the "Temporary Art Sculpture Program"; approving Five (5) Alternate Art Sculptures; approving the form of a "Public Art Loan and Display Agreement"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:

001.49.60.519.504909 - Rents and Leases Other
001.49.60.519.503420 - Misc. Contract Services (installation as needed)

Amount:

Estimated cost $40,500.00 (not including installation)
Rental of 11 Art Sculptures for a one-year period from various artists

ATTACHMENTS:

ATY Resolution - C26031
Public Art Loan and Display Agreement
Selected Art Sculptures
Alternate Art Sculptures

Background:
A "Call to Artists" solicitation was submitted on the Café website, which is the same platform utilized for other public art projects. The goal of this public art project is to showcase various existing art sculptures with various themes and styles. The City received 247 total submittals for consideration from 44 artists.

There are a total of 11 art pads being considered for art sculptures at this time, which includes four at the Flamingo Road Linear Park and seven at the Village Art Plaza. The recommendation is to rent art sculptures for approximately one year to fill the art pads within the new Village Art Plaza and the Flamingo Linear Park quickly. Following the one-year period, the City can either rent new art sculptures or purchase some of the pieces for a permanent display.

The City established a Selection Committee with staff members from different departments to evaluate the 247 art submittals. The Selection Committee met to discuss each submittal and selected the top 11 sculptures from 10 artists. The Committee also selected and ranked five alternate sculptures to be approved by the Commission in the event that something does not work out with one or more of the selected artists. Alternate sculptures could also be utilized if there is a future desire to add more temporary artwork in other locations.

The cost to rent each art sculpture depends on the size of the sculpture. For sculptures that are up to 8 feet tall, the artist will receive $3,500 for the full one-year rental and for sculptures that are taller than 8 feet the artist will receive $4,000 for the one-year rental. The City will be responsible for the installation and removal of the selected sculptures, as needed, which is expected to cost approximately $16,000 for the 11 sculptures.

The selected artists will be required to sign an agreement which outlines the terms and conditions. If the City cannot come to an agreement with a selected artist, an alternate sculpture will be utilized from the five alternate ranked sculptures. The goal is to have the installation of the temporary sculptures take place in March 2026.

It is requested that the City Commission approve the 11 selected sculptures and five alternate sculptures for a one-year exhibition in the Village Art Plaza and the Flamingo Linear Park, and authorize the City Manager to execute the individual agreements with each artist.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director

Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING ELEVEN (11) ART SCULPTURES FROM VARIOUS ARTISTS TO PARTICIPATE IN THE "TEMPORARY ART SCULPTURE PROGRAM"; APPROVING FIVE (5) ALTERNATE ART SCULPTURES; APPROVING THE FORM OF A "PUBLIC ART LOAN AND DISPLAY AGREEMENT"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a "Call to Artists" solicitation was submitted for a public art project and the City received two hundred forty-seven (247) total submittals for consideration from forty-four (44) artists to loan art sculptures to the City for a one-year period, with a purchase option, for placement at the Village Art Plaza and Flamingo Road Linear Park; and

WHEREAS, the City established a Selection Committee with staff members from different departments to evaluate the submittals, and the Committee has submitted its ranking for consideration by the City Commission; and

WHEREAS, each selected artist will be required to sign a Public Art Loan and Display Agreement which outlines the terms and conditions of the artwork loan and display. If the City cannot reach an agreement with a selected artist, an alternate will be selected from the list of five (5) alternate sculptures; and

WHEREAS, it is requested that the City Commission approve the eleven (11) sculptures selected by the Selection Committee for a one-year exhibition at the Village Art Plaza and Flamingo Road Linear Park, approve the five (5) alternate sculptures, and authorize the City Manager to execute agreements with each artist.

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

Section 1. The eleven (11) art sculptures depicted in Exhibit A to this Resolution are hereby approved for exhibition in the "Temporary Art Sculpture Program." The five (5) art sculptures depicted in Exhibit B to this Resolution are hereby approved as alternate sculptures. Should one or more alternate sculptures be required due to the inability of a selected artist to participate, City staff will select alternate sculptures beginning with the first-ranked alternate and proceed through the list of five (5) alternate sculptures in order of ranking until eleven (11) Public Art Loan and Display Agreements are finalized.

Section 2. A “Public Art Loan and Display Agreement” (Agreement) in substantially the form attached to accompanying Agenda Item Request is hereby approved, subject to final review and approval of the Risk Manager and the City Attorney.

Section 3. The City Manager or designee is hereby authorized to execute Agreements with each of the participating artists, upon the approval of the Risk Manager and the City Attorney. The City Manager shall provide the City Clerk with copies of all executed Agreements to attach to this Resolution.

Section 4. City staff is hereby authorized to proceed with all aspects of the Temporary Art Sculpture Program. The City Manager or designee is hereby authorized to extend or renew the artwork loan period in accordance with the approved Agreement.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

PUBLIC ART LOAN AND DISPLAY AGREEMENT

THIS PUBLIC ART LOAN AND DISPLAY AGREEMENT is hereby entered into between the City of Sunrise, Florida ("CITY"), a Florida municipal corporation, and_____("ARTIST"), whose address is _____.

WHEREAS, the CITY wishes to locate artwork temporarily at the City's Village Art Plaza and/or the Flamingo Linear Park in Sunrise, Florida; and

WHEREAS, the ARTIST is the creator and owner of the artwork described in **Exhibit "A"** ("Artwork") and wishes to exhibit the Artwork with the CITY for placement at the [Village Art Plaza or Flamingo Linear Park] property at _____ in Sunrise, Florida for a period of approximately (1) one-year; and

WHEREAS, the ARTIST may wish to sell, and the CITY may wish to purchase the Artwork for permanent installation; and

WHEREAS, the City Commission has approved the ARTIST's design and the parties hereto now desire to enter into this Agreement to establish the rights, duties, obligations and responsibilities of the parties regarding the temporary loan and display of the Artwork within the City of Sunrise.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement.

2. Effective Date and Term. This Agreement shall be effective when executed by both parties and shall expire upon the date that the Artwork is removed from City property ("Term"), unless this Agreement is terminated earlier as provided herein.

3. Art Loan and Display. The ARTIST hereby agrees to loan the Artwork described in **Exhibit "A"**, attached hereto and incorporated herein, to the CITY for outdoor placement at _____ located at _____ in Sunrise, Florida, for a period of approximately one (1) year ("Display Period"). The CITY and ARTIST may agree to extend the Display Period by mutual written consent. The CITY may, in its sole discretion, shorten, interrupt or terminate the Display Period. The ARTIST may request termination of the Display Period upon sending twenty (20) calendar days written notice to the CITY in accordance with this Agreement. Termination of the Display Period is subject to the CITY's written approval.

4. ARTIST's Warranties and Representations. The ARTIST represents and covenants to the CITY that that he or she: (i) is the sole creator of the Artwork; (ii) is the owner of the Artwork and all of the rights under copyright in the Artwork; and (iii) has full authority to loan the Artwork and grant the rights provided in this Agreement. The ARTIST further represents and warrants that nothing in the Artwork defames any person or entity, infringes

any copyright, or otherwise violates the rights of any third party. The ARTIST further represents and warrants that the Artwork is made of durable material and will withstand the usual weather and climate in the area. The ARTIST assumes all responsibility and risk for any deterioration or weathering of the Artwork, and any loss or damage caused to the Artwork.

5. Grant of Rights. The ARTIST grants to the CITY: (i) the right to display the Artwork at the location specified in this Agreement; and (ii) the irrevocable right to use images of the Artwork in materials about or relating to the exhibition of art in public places, and to allow others to do so, in all media now known or later developed and including, but not limited to television, the Internet and Social Media, provided that the such use by the CITY shall not be for commercial purposes. As the Artwork will be displayed in a location that is open and accessible to the public and is broadcast on television or other media at times, the ARTIST agrees that the Artwork may be photographed or videotaped by the public and may also be broadcast on television or other media, without any prior notice. This paragraph and the grant of right herein shall survive the termination of this Agreement.

6. Personality Rights. The ARTIST grants the CITY the irrevocable right to use the ARTIST's name, photograph, likeness, and biography in connection with the CITY's exercise of the rights granted in this Agreement. This paragraph and the grant of rights herein shall survive the termination of this Agreement.

7. Installation, Care, and Removal.

   A. The CITY will determine the exact location for the exhibition of the Artwork at the location specified in this Agreement. Based upon information about the location supplied by the CITY, the ARTIST will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction or temporary pad structure.

   B. The ARTIST shall agree to a delivery date with the CITY that shall be during regular business hours unless specifically agreed to by the CITY. At his or her sole cost and expense, the ARTIST will deliver the Artwork to the designated location selected by the CITY ("Dropoff Location") and the CITY's Installer will install the Artwork to the existing concrete pad at the location provided by CITY staff. The ARTIST is responsible for shipping or delivering the Artwork to the Dropoff Location or directly to the designated pad. ARTIST, the CITY may, through a third-party installer, attach the Artwork to the concrete pad or temporary pad structure. The ARTIST will be responsible for providing clear instruction on installation to the CITY's installer, who is responsible for the installation of the Artwork.

   C. The ARTIST shall be solely responsible for the care and maintenance of the Artwork and for any required repairs while it is on display or otherwise in the possession of the CITY. The CITY shall provide the ARTIST with reasonable access to provide such care, maintenance and repairs after request by the ARTIST. The CITY shall use reasonable efforts not to damage the Artwork, but the CITY

shall not have any duty, obligation or responsibility to actively care for or otherwise actively maintain the Artwork. The CITY has the right, but not the duty, obligation or responsibility, to execute any emergency preservation measure without the ARTIST's permission if such measure, in the sole discretion of the CITY, is required to protect the Artwork, or to protect the health and safety of CITY staff or the public.

D. The ARTIST will agree to a removal date with the CITY that shall be during regular business hours unless specifically agreed to by the CITY. Upon termination or expiration of the Display Period, the Artwork will be surrendered only to the ARTIST or to the ARTIST's designated agent. The CITY's installer will be responsible for de-installation of the Artwork from the concrete pad or temporary pad structure. Upon the de-installation, the ARTIST, at his or her sole cost and expense, shall be responsible for removing the Artwork from the Dropoff Location and any subsequent transportation of the Artwork.

E. Upon request by the ARTIST, the CITY may approve the ARTIST to self-perform the installation and/or de-installation of the Artwork. The ARTIST is responsible for damage to Artwork or concrete pad when installation or de-installation is self-performed by ARTIST. Self-performed work may not occur or be staged from the roadway without written permission from the CITY with an appropriate roadway work zone plan, or temporary traffic control plan.

F. The CITY reserves the right to move the Artwork at any time to any other location on CITY property, or to remove the Artwork at any time. The CITY will contact the ARTIST before moving or removing the Artwork except during an emergency related to the public safety or for the preservation or safety of the Artwork, including but not limited to weather emergencies or acts of God.

8. Sale of Artwork to Third Party. The ARTIST may sell the Artwork to a third party during the Term of this Agreement. If the Artwork is removed before the Term has expired due to such a sale, the ARTIST agrees to replace the Artwork with another Artwork approved by the CITY. The ARTIST shall submit the design of the new Artwork to the CITY's Public Art Committee for review and approval prior to removing the original Artwork. If the ARTIST sells the Artwork during the Term and elects to remove it, the ARTIST shall contribute twenty-five percent (25%) of the proceeds of the sale to the CITY.

9. Termination. In addition to the other termination rights set forth in this Agreement, either party has the right to terminate this Agreement for any reason by giving the other party ten (10) calendar days' written notice. In the event of termination or expiration of the Term of this Agreement, the provisions of paragraph 7(D) above will apply.

10. Post-Termination Rights. If the ARTIST does not remove the Artwork within ten (10) days of the expiration of the Term or the termination of this Agreement, then the CITY has the absolute right to (i) place the Artwork in storage and (ii) to charge the ARTIST regular storage fees and any related

insurance costs, if any, and to perfect and enforce a lien for these fees and charges. If the ARTIST does not remove the Artwork within twenty (20) calendar days after the expiration of the Term or the termination of this Agreement, the Artwork shall be deemed an unrestricted donation by the ARTIST to the CITY.

11. Payment to ARTIST. The CITY will pay the ARTIST a stipend of Three Thousand Five Hundred Dollars ($3,500.00) per selected Artwork up to 8 feet tall and Four Thousand Dollars ($4,000.00) for Artwork taller than 8 feet tall as the total consideration for the loan and display of the Artwork. If the CITY and ARTIST agree to keep the sculpture in the exhibit for longer than one year from the effective date, the CITY shall pay an additional $200 per month for the additional agreed upon loan time at the end of the loan term. The stipend is inclusive of all ARTIST's costs and expenses, including but limited to expenses related to delivery, pickup, travel, and ARTIST's property insurance should the ARTIST choose to have the Artwork covered for property damage or loss while being shipped to or from staging sites, storage off-site, transit risks between ARTIST's and CITY's installer, installation, rigging, de-installation or hauling by CITY's installer, or while the Artwork is on loan at any time to the CITY. The ARTIST's stipend will be paid as follows: Fifty percent (50%) the total stipend amount ($1,750 or $2,000) upon delivery of the Artwork by the ARTIST and acceptable installation of the Artwork; and the remaining fifty percent (50%) of the total stipend amount ($1,750 or $2,000) upon pickup from the Dropoff Location of the Artwork at the end of the Term or upon termination of this Agreement. Unless the CITY chooses to purchase the Artwork as described below, the ARTIST's stipend is the only consideration that the CITY will provide to the ARTIST. If the CITY decides to purchase the Artwork as provided below, the ARTIST will receive the initial 50% stipend payment and the purchase price, but not the second 50% stipend payment. No other amounts will be paid to the ARTIST under this Agreement.

12. Assumption of Risk. ARTIST agrees to assume all risk of physical damage to the Artwork while in the CITY's or CITY's installer's care, custody and control, and during installation and de-installation, except for third-party liability or physical damage caused by sole negligent acts or omissions of CITY's installer or CITY employees while in the course and function of employment. CITY's Risk Manager reserves the right to waive insurance or liability requirements if in the best interest of the CITY.

13. Indemnification. The ARTIST agrees to indemnify, defend and hold harmless the CITY, and when applicable, any installer utilized in connection with the Artwork whether provided or self-performed by the ARTIST or contracted by the CITY, their elected officials, employees, or agents ("Indemnified Parties") from any and all tort claims and courses of action for any tort losses, transit losses, physical damage to the Artwork, property damage, loss of use, diminution in value, faulty installation instructions, inaccurate artwork specifications, improper installation, rigging, replacement, maintenance, de-installation or personal injuries to ARTIST arising out of this agreement or in the ARTIST's participation in the City of Sunrise Artwork Loan Program.

This indemnity obligation is not owed for the sole negligence caused by one of the Indemnified Parties. Sole negligence of one of the Indemnified Parties shall not relieve the ARTIST from its indemnity obligations to the other Indemnified Parties. ARTIST agrees not to sue, and releases and waives all rights of recovery, including a waiver of subrogation against the CITY and any applicable CITY installer.

14. Loss, Damage and Insurance. The ARTIST is responsible for any loss, damage, injury, or safety of the Artwork and any other property belonging to ARTIST against damage, fire, vandalism, theft, accident, wind or other destructive cause. If property insurance is desired by the ARTIST to cover the Artwork while participating in the City of Sunrise Temporary Art Sculpture Program, it must be covered by the ARTIST at his or her own expense, including a waiver of subrogation for physical damage losses covered under ARTIST provided property insurance in favor of both CITY and when applicable, any installer utilized in connection with the Artwork whether provided or self-performed by the ARTIST or contracted by the CITY. The CITY shall endeavor to require the CITY's installer to maintain Commercial General Liability insurance naming both the ARTIST and CITY as Additional Insureds. Any self-insurance or insurance maintained by CITY shall be excess to any insurance maintained by ARTIST. When the installer is provided by the ARTIST, the ARTIST shall require the installer in writing to maintain commercial general liability insurance with CITY endorsed as an additional insured, and require installer to indemnify, defend and hold harmless the City and ARTIST for the same scope and liability as required in Section 13 above. Section 13 shall govern in the event of a conflict with this section's indemnification obligation. If ARTIST self-performs the installation or de-installation, the ARTIST must carry General Liability insurance naming the CITY as an additional insured, unless waived in writing by the CITY's risk manager.

15. CITY's Right to Purchase Artwork. The ARTIST hereby grants the CITY the right to purchase the Artwork through the end of the Term. If the CITY chooses to purchase the Artwork, ARTIST agrees to sell the Artwork to the CITY for the cost shown in **Exhibit A** herein, or less if agreed by both parties, inclusive of all costs. The CITY is exempt from paying sales tax. As part of the purchase price, the ARTIST will provide consulting services to the CITY regarding the permanent installation of the Artwork and maintenance of the Artwork, including but not limited to written installation and maintenance instructions. The CITY may further require the ARTIST to obtain a permit for the permanent installation of the Artwork, and the CITY may require shop drawings and detailed information on how the Artwork was constructed. This provision does not require the CITY to purchase the Artwork. The CITY's option purchase of the Artwork is within the sole discretion of the CITY and the approval of the City Commission.

16. Notices. All written notices required in this Agreement shall be sent by hand delivery with written receipt, overnight mail, or certified mail, return receipt requested, to the following addresses:

To CITY:

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

With a copy to:
City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

To ARTIST:

Name _____
Address _____
City/State/Zip _____
Phone _____
Email _____

17. **Florida Statutory Provisions**.

Human Trafficking. ARTIST warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. ARTIST has executed a Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Verification of Employment Eligibility. ARTIST represents that it, and any subcontractor thereof, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If ARTIST violates this section, CITY may immediately terminate this Agreement for cause and ARTIST shall be liable for all costs incurred by CITY due to the termination.

Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. ARTIST represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ARTIST certifies that it is not participating in a boycott of Israel, and is not ineligible to contract with CITY on any of the grounds stated in Section 287.135, Florida Statutes. CITY may, at the option of the City Commission, terminate this Agreement if ARTIST has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Public Entity Crime Act. 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 (political subdivision); 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.

Public Records**:** To the extent that the ARTIST and this Agreement are subject to the requirements in section 119.0701, Florida Statutes, the ARTIST 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 Agreement and following completion of the Agreement if the ARTIST does not transfer the records to the CITY.

D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the ARTIST or keep and maintain public records required by the CITY to perform the service. If the ARTIST transfers all public records to the CITY upon completion of the Agreement, the ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ARTIST keeps and maintains public records upon completion of the Agreement, the ARTIST 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE ARTIST 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).

If ARTIST claims that some of ARTIST's work or records, are or have been treated as confidential and proprietary by ARTIST in accordance with §812.081, Florida Statutes, or other law, and are exempt from disclosure under the Florida's public record laws (collectively referred to as "Confidential Information"), ARTIST shall notify the CITY upon execution of this Agreement. CITY will promptly notify ARTIST in writing if the CITY receives a request for disclosure of ARTIST's Confidential Information. ARTIST may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. ARTIST shall protect, defend, indemnify, and hold harmless the CITY and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to CITY's misuse or modification of ARTIST's Confidential Information in a manner not contemplated by this Agreement. ARTIST shall investigate, handle, respond to, and defend, at ARTIST's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. ARTIST shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. ARTIST releases the CITY from claims or damages related to disclosure by the CITY.

18. CITY's Discretion. The CITY retains sole and complete discretion regarding the CITY's exercise of the rights granted in this Agreement, including but not limited to whether the CITY will accept physical delivery or display the Artwork, where the Artwork will be displayed, the manner of installation and de-installation of the Artwork, how long the Artwork will be exhibited (within the duration of this Agreement), and whether the CITY will use in any way images of the Artwork. The ARTIST shall not install, de-install or remove the Artwork, or modify the Artwork's display, except with the permission of the CITY and in conjunction with an authorized CITY representative.

19. Waiver. A party's waiver of any provision, right or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity or all or any part of this Agreement or prejudice such party's right to take subsequent action.

20. Binding Effect. This Agreement shall be binding on all parties, as well as their respective personal representatives, agents, heirs, assigns, or successors in interest.

21. Severability. If any provision of this Agreement is declared invalid, void or unenforceable by court of competent jurisdiction, the remainder of this Agreement will not be affected, and each remaining provision will be valid

and enforceable to the fullest extent permitted by law.

22. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising under or related to this Agreement shall be in the state court in and for Broward County, Florida, and each party hereby submits to the jurisdiction of said court. Both parties hereby agree to waive trial by jury and will proceed to a trial by judge, if necessary. Except as set forth in paragraphs 13 and 17, each party will be responsible for their own attorneys' fees and costs.

23. Amendments. The parties may amend this Agreement only by mutual written agreement that is executed by both parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

24. Force Majeure. The parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the parties.

25. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations between the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF SUNRISE, signing by and through its City Manager, and ARTIST, duly authorized to execute same.

CITY OF SUNRISE

By: _____
Mark S. Lubelski
City Manager

Date: _____

Approved as to form and legal sufficiency for the City

By: _____
Thomas P. Moss
City Attorney

ARTIST

_____
Signature

_____
Printed Name

Date: _____

EXHIBIT A

ARTIST CONTACT INFORMATION

Name: _____

Company:_____

Address:_____

Studio:_____

Cell:_____

Email: _____

Website: _____

Social Media:_____

ARTWORK INFORMATION (attach additional sheets if necessary)

Title: _____

Date: _____

Materials: _____

Meaning of Artwork:_____

Dimensions: _____

Weight: _____

Orbital Air Space: _____

Dimension from Orbiting Elements and Ground: _____

Retail or Purchase Price: _____

Method of attachment: _____

Thickness of Base Plate: _____

# of Holes for Attachment: _____

Hardware Specifications: _____

Photo of Artwork:

Selected Art Sculptures

Details	Image
Artist: Steven Torres Title: Mare Equus et Ferro Machina (Dimensions) Size: 6’ tall and 2’ wide	
Artist: Kirk Seese Title: The Pollinator Size: 8’ tall and 5’ wide	

Artist: Matthew Duffy Title: Sunrise/Sunset (Sawblade) Size: 6’ tall and 8’ wide	
Artist: John Banks Title: Thought of a Treble Clef 2020 Size: 8’2” tall and 2’ wide	

Artist: Gus Lina Art Title: Dolphins Game Size: 9’ tall and 4’7” wide	
Artist: Matthew Duffy Title: Low-Poly Open Heart (RIDE) Size: 5’ tall and 5’ wide	

Artist: David Boyajian Title: Four Winds Size: 11’ tall and 6’ wide	
Artist: Alexander Nixon Title: Human-Sized Hand Size: 5’ tall and 5’ wide	

Artist: Richard Herzog Title: Dalband Satellite Flower Size: 8’2” tall and 7’3” wide	
Artist: Claudia Jane Klein Title: Inter-Dimensional Species Size: 10’3” tall and 5’8” wide	

Artist: Joni Younkins- Herzog Title: La Resistance Size: 7.9’ tall and 5’ wide	

Alternate Sculptures in Ranked Order

Details	Image
#1 Artist: Nicole Beck Title: Astrolobe Size: 8’ tall and 6’ wide	
#2 Artist: Lee Bell Title: Nouveau Crane Size: 7.5’ tall and 3.5’ wide	

#3 Artist: David Boyajian Title: Cherry Twist Size: 5.5’ tall and 3’ wide	
#4 Artist: Chris Plaisted Title: Critter Carousel Size: 10’ tall and 5’ wide	

#5 Artist: Robin Morgan Title: Skywalker Size: 13.6’ tall and 10.1’ wide	

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4C **Meeting Date:** 2/24/2026

City Reference Number (C#): C26039

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Flaminio Antonio;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
325.66.75.519.506701 - Sculptures/Artwork
Project #: 006519 - Public Art

Amount:
$25,000.00

ATTACHMENTS:

ATY Resolution - C26039

Art Contract with Flaminio Antonio

Background:
In 2024, a Call to Artists solicitation was issued through Café, a nationally recognized artist platform, seeking proposals for 13 temporary art sculptures for a one-year outdoor exhibition at the Village Art Plaza and Flamingo Linear Park. The purpose of the exhibition was to showcase a diverse collection of existing sculptures representing a variety of themes, styles, and artistic approaches.

“Window of the Past,” a large dinosaur sculpture by artist Flaminio Antonio, was selected as part of this exhibition. A Loan Agreement for the sculpture was executed on January 7, 2025, which provides the City with the option, but not the obligation, to purchase the artwork at the conclusion of the one-year loan period.

Since its installation, “Window of the Past” has become a popular and well-received art piece that complements the Village Art Plaza. While it is currently displayed at this location, the sculpture may be relocated in the future to another City-designated site.

The attached Contract for Purchase and Sale outlines all applicable terms and conditions related to the artwork. It is therefore requested that the City Commission approve the purchase of “Window of the Past” from artist Flaminio Antonio.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima Phone: 954-746-3432

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTRACT FOR PURCHASE AND SALE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND FLAMINIO ANTONIO"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2024, the City of Sunrise issued a Call to Artists for the 2025 Temporary Art Sculpture program for the commission of thirteen (13) art sculptures to be placed at the Village Art Plaza and the Flamingo Linear Park; and

WHEREAS, one of the selected sculptures was "Window of the Past" (Sculpture) by artist Flaminio Antonio (Artist); and

WHEREAS, the Sculpture has been on display at the Village Art Plaza pursuant to a Public Art Loan and Display Agreement entered into by the City and the Artist on January 7, 2025; and

WHEREAS, the Public Art Loan and Display Agreement provides the City with the option to purchase the Sculpture at the conclusion of the loan period for $25,000.00; and

WHEREAS, a contract between the City and the Artist is necessary to set forth the terms and conditions of the purchase and sale of the Sculpture.

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

Section 1. A "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Flaminio Antonio" (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Contract.

Section 3. City staff is hereby authorized to take all actions necessary for the full performance of the Contract.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

CONTRACT FOR PURCHASE AND SALE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND FLAMINIO ANTONIO

Pursuant to a Call To Artists for the 2025 Temporary Art Sculpture Program ("Project") issued by the City of Sunrise ("City") in September 2024, Flaminio Antonio (name of artist) (“Artist”) submitted the art sculpture titled “Window of the Past” attached hereto and made a part hereof as Exhibit 1 (the "Artwork").

The Artwork was selected for the 2025 Temporary Art Sculpture program and has been in display at the Village Art Plaza under the Public Art Loan and Display Agreement signed on January 7, 2025.

As set forth in this Contract (“Contract”), Artist hereby agrees to sell to the City, and the City hereby agrees to purchase from the Artist, the Artwork as an original work and in its original form which Artist understands and agrees will be publicly displayed at the Village Art Plaza or at another location or locations of the City's choice and further agrees as follows:

1. Sale of Artwork. Subject to the terms and conditions of this Contract, Artist does hereby sell, transfer, and convey the Artwork to the City and its heirs, executors, administrators, successors, and assigns forever. The City shall pay, and Artist accepts, Twenty-Five Thousand Dollars ($25,000) for the purchase of the Artwork. Payment is due upon acceptance of the Artwork by the City. The purchase price specified herein shall be the only payment made to Artist under this Contract and there shall be no additional payments to Artist by the City in regard to the Artwork or for costs incurred by Artist. Payment to Artist by the City shall be made as follows:

2. Artist’s Representations, Warranties, and Responsibilities.

   A. Artist is responsible for removing the rust, addressing any other maintenance issues related to the sculpture, and providing the City with a maintenance plan prior to acceptance of the Artwork by the City.

   B. Ownership of all art acquired through expenditure of City funds shall be vested in the City, which shall obtain title to the Artwork. Title to the Artwork shall pass to the City upon City’s acceptance of the Artwork and payment to the Artist under this Contract. The Artist shall provide the City a Transfer of Title to the Artwork in a form approved by the City.

   C. Artist agrees not to sell, transfer, or grant reproduction rights to the Artwork to Broward County or any other municipality in South Florida, including the right to reproduce the same design or use the Artwork in any other public spaces.

   D. Artist agrees to communicate and cooperate with the City’s Designated Representative, Danielle Lima, the Economic Development Director, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-746-3430) or email (dalima@sunrisefl.gov).

   E. Artist represents and warrants that all work performed pursuant to this

Agreement, including but not limited to the Artwork, is the sole work of the Artist, is an original creation, and does not infringe upon or violate any copyrights or other rights of any person, entity, or organization. Artist acknowledges and agrees to defend, indemnify and hold harmless the City against any claims alleging that the Artwork infringes on the intellectual property rights of any third parties.

F. Artist warranties the Artwork against all defects in workmanship and materials for a period not to exceed two (2) years from the date of acceptance by the City ("Warranty Period") and shall repair or replace defective materials and workmanship at Artist's sole cost during the Warranty Period. To be valid, any warranty claim(s) submitted by the City must be made in writing during the Warranty Period.

G. Provide to the City copies of any sketches, drawings, plans and/or any other documentation related to the fabrication of the Artwork.

3. Ownership of the Artwork, Waiver and Acknowledgement. Upon purchase, the City shall own the Artwork. Artist hereby waives (1) all proprietary rights to, and ownership of, the Artwork; (2) all claims that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as "VARA") and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the Artwork.

   Artist acknowledges the City's right to modify, remove, and/or maintain the Artwork, in any matter determined by the City and in the City's sole discretion. Artist acknowledges the City is entitled to exhibit, publicize, broadcast, advertise, and otherwise use the likeness of the Artwork, in any noncommercial, non-profit manner the City sees fit. Artist acknowledges that the City shall have the right to use Artist's name, likeness and biographical information in connection with the display, reproduction, and/or distribution of materials related to the Artwork.

4. Use of the Artwork: Artist understands and agrees that even though he or she will retain the copyright to the Artwork, Artist is granting the City the unlimited, perpetual, and irrevocable right to use and display the Artwork in any manner or media whatsoever. Further, Artist agrees that the City has no duty or obligation to install, display, preserve, replace, repair or restore the Artwork whether or not the Artwork is damaged or destroyed by any event or occurrence. Artist agrees that the City in its sole discretion may remove, replace, destroy or dispose of the Artwork at any time and without notice to Artist. The City agrees to make all reasonable efforts to maintain the integrity of the Artwork, and will not knowingly make any use of the Artwork in a manner that would reflect unfavorably on Artist's name or reputation.

5. Indemnification. Artist hereby agrees to release, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, from any and all liability, including but not limited to claims which arise from any misrepresentation or omission herein, negligence, copyright or statutory violations, or for any loss or damage that

otherwise arises from this Contract or my participation in the Project. In the event the City is made a party to any such litigation, Artist shall defend, protect and hold the City harmless and pay all costs and expenses and reasonable attorneys' fees incurred in such litigation, including any appeals. This indemnity shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Contract.

6. Assignment. The parties agree that the expertise and experience of Artist are material considerations for this Contract. Therefore, Artist shall not assign or transfer any interest in this Contract nor the performance of any of Artist's obligations hereunder.

7. No Third-Party Beneficiaries. This Contract shall not be construed to confer rights or privileges or causes of action to any third party or entities not a party to this Contract.

8. No Waiver of Sovereign Immunity. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities, including the monetary limitations of liability, as set forth in Section 768.28, Florida Statutes and nothing herein shall be construed as a waiver by the City of its sovereign immunity protections.

9. Notices. All notices required or permitted by this Contract shall be delivered by prepaid overnight delivery service (e.g., FedEx, UPS), or by hand delivery, effective upon delivery. 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 Artist, to: Flaminio Antonio
11700 NW 18th Place
Ocala, FL 34482

If to City, to: Danielle Lima
Economic Development Director
City Manager's Office – 5th Floor
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office – 4th Floor
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

10. Independent Contractor. Artist is an independent contractor of City, and nothing in this Contract shall constitute or create a partnership, joint venture, or any other relationship between the Artist and City. In providing services, neither Artist nor its agents shall act as officers, employees, or agents of City. Artist shall not have the right to bind City to any obligation not expressly undertaken by City under this Contract.

11. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Artist represents that Artist has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes. Artist represents and certifies that Artist is not, and for the duration of the term of this Contract will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. City may, at the option of the City Commission, terminate this Contract if Artist has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. Artist certifies that it is not participating in a boycott of Israel. Artist represents that Artist is, and for the duration of the term of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

12. Verification of Employment Eligibility. Artist represents that Artist and each subcontractor of the Artist has registered with and uses the E-Verify system (E-Verify.gov) to verify the work authorization status of all newly hired employees of the Artist and any subcontractors in compliance with Section 448.095, Florida Statutes. If Artist violates this section, City may immediately terminate this Contract for cause and Artist shall be liable for all costs incurred by City due to the termination.

13. Law, Jurisdiction, Venue, Waiver of Jury Trial. The parties understand and agree that any claim or dispute relating to or arising out of this Contract shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby submit themselves to the exclusive jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the United States District Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL CLAIM, CAUSE OF ACTION, DISPUTE, SUIT, OR LITIGATION RELATED TO THIS CONTRACT.**

14. Term and Termination. Once executed, this Contract shall become effective upon the City's approval and adoption of the Program and shall continue for the duration of the Program unless terminated earlier by the City. Notwithstanding, Artist understands that the City may unilaterally terminate this Contract at any time without cause, for any reason or no reason and without notice to Artist.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. This Agreement may only be modified in writing by an instrument executed by the City and Artist.

16. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision provided, however, no severance or reformation shall have the effect of creating an interest in real property for the Artist.

17. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Contract may be executed via digital or electronic signatures, all of which shall be considered an original for all purposes.

18. Severability. In the event any provision of this Contract is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Contract and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Contract, as so modified, will continue to be in full force and effect.

19. Four Corners. This written Contract, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Contract. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Contract. Further, there are no representations that induced this Contract that are not included in it. The ONLY operative provisions are set forth in writing in this Contract.

20. Human Trafficking. Pursuant to Section 787.06(14), Florida Statutes., nongovernmental agencies contracting with the City are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, Artist represents and warrants that Artist does not use coercion for labor or services as provided by state law.

21. Public Entity Crime Act. 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 (political subdivision); 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.

22. 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, Artist 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. Artist 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.

23. Antitrust Violations. Artist 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, Artist 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.

24. Public Records. To the extent that Artist and this Contract are subject to the requirements in section 119.0701, Florida Statutes, Artist 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 Contract and following completion of the Contract if Artist does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of Artist or keep and maintain public records required by the City to perform the service. If Artist transfers all public records to the City upon completion of the Contract, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of the Contract, Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, ARTIST 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).

(The remainder of this page is intentionally left blank.)

WHEREFORE, Artist and City have made and executed this Contract by signing below:

ARTIST

By: _____

Name: Flaminio Antonio

Title: Artist

Date: 02-10-26

CITY OF SUNRISE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

"WINDOW OF THE PAST" ARTWORK

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4D **Meeting Date:** 2/24/2026

City Reference Number (C#): C26040

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Asia Scudder;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
325.66.75.519.506701 - Sculptures/Artwork
Project #: 006519 - Public Art

Amount:
$7,125.00

ATTACHMENTS:

ATY Resolution - C26040

Art Contract with Asia Scudder

Background:

In 2024, a Call to Artists solicitation was issued through Café, a nationally recognized artist platform, seeking proposals for 13 temporary art sculptures for a one-year outdoor exhibition at the Village Art Plaza and Flamingo Linear Park. The goal of the exhibition was to showcase existing sculptures representing a variety of themes and artistic styles. “Wheeling Zenith,” a sculpture by artist Asia Scudder that depicts a person riding a one-wheel bicycle, was selected as part of the temporary one-year exhibition. As part of the Public Art Loan and Display Agreement, the City was provided with the option to purchase the sculpture at the conclusion of the loan period.

The “Wheeling Zenith” sculpture has proven to be a fan favorite at the Village Art Plaza and the City is now interested in purchasing this public art. The sculpture is well suited for display within the newly constructed Trailhead Park, which is at the corner of Hiatus Road and NW 29th Manor. Once approved, a concrete pad will be constructed to properly accommodate the sculpture at Trailhead Park. Until that is complete, the artwork will remain on display at the Village Art Plaza.

The cost to purchase this sculpture is $7,125.00. The Contract outlines the applicable terms and conditions related to the purchase of the artwork. It is requested that the City Commission approve the purchase of the public art sculpture, “Wheeling Zenith”, from artist Asia Scudder.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Danielle Lima Phone: 954-746-3432

Department Head Name and Title:

Mark Lubelski, City Manager

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTRACT FOR PURCHASE AND SALE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND ASIA SCUDDER"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2024, the City of Sunrise issued a Call to Artists for the 2025 Temporary Art Sculpture program for the commission of thirteen (13) art sculptures to be placed at the Village Art Plaza and the Flamingo Linear Park; and

WHEREAS, one of the selected sculptures was "Wheeling Zenith" (Sculpture) by artist Asia Scudder (Artist); and

WHEREAS, the Sculpture has been on display at the Village Art Plaza pursuant to a Public Art Loan and Display Agreement entered into by the City and the Artist on January 7, 2025; and

WHEREAS, the Public Art Loan and Display Agreement provides the City with the option to purchase the Sculpture at the conclusion of the loan period for $7,125.00; and

WHEREAS, a contract between the City and the Artist is necessary to set forth the terms and conditions of the purchase and sale of the Sculpture.

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

Section 1. A "Contract for Purchase and Sale of Public Art between the City of Sunrise, Florida and Asia Scudder" (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Contract.

Section 3. City staff is hereby authorized to take all actions necessary for the full performance of the Contract.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

CONTRACT FOR PURCHASE AND SALE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND ASIA SCUDDER

Pursuant to a Call To Artists for the 2025 Temporary Art Sculpture Program ("Project") issued by the City of Sunrise ("City") in September 2024, Asia Scudder (name of artist) ("Artist") submitted the art sculpture titled "Wheeling Zenith" attached hereto and made a part hereof as Exhibit 1 (the "Artwork").

The Artwork was selected for the 2025 Temporary Art Sculpture program and has been in display at the Village Art Plaza under the Public Art Loan and Display Agreement signed on January 7, 2025.

As set forth in this Contract ("Contract"), Artist hereby agrees to sell to the City, and the City hereby agrees to purchase from the Artist, the Artwork as an original work and in its original form which Artist understands and agrees will be publicly displayed at the Village Art Plaza or at another location or locations of the City's choice and further agrees as follows:

1. Sale of Artwork. Subject to the terms and conditions of this Contract, Artist does hereby sell, transfer, and convey the Artwork to the City and its heirs, executors, administrators, successors, and assigns forever. The City shall pay, and Artist accepts, Seven Thousand One Hundred and Twenty Five dollars ($7,125) for the purchase of the Artwork. Payment is due upon acceptance of the Artwork by the City. Evaluation of the Artwork for possible acceptance will take place within 30 days of the Artist completing the work as outlined in section 2.A. The purchase price specified herein shall be the only payment made to Artist under this Contract and there shall be no additional payments to Artist by the City in regard to the Artwork or for costs incurred by Artist. Payment to Artist by the City shall be made as follows:

2. Artist's Representations, Warranties, and Responsibilities.

   A. Artist is responsible for replacing the base or adjusting the base of the Artwork to include a mechanism for the sculpture to be bolted and secured to the concrete art pad. The Artist must also address any maintenance issues related to the sculpture and providing the City with a maintenance plan prior to acceptance of the Artwork by the City.

   B. Ownership of all art acquired through expenditure of City funds shall be vested in the City, which shall obtain title to the Artwork. Title to the Artwork shall pass to the City upon City's acceptance of the Artwork and payment to the Artist under this Contract. The Artist shall provide the City a Transfer of Title to the Artwork in a form approved by the City.

   C. Artist agrees not to sell, transfer, or grant reproduction rights to the Artwork to Broward County or any other municipality in South Florida, including the right to reproduce the same design or use the Artwork in any other public spaces.

   D. Artist agrees to communicate and cooperate with the City's Designated

Representative, Danielle Lima, the Economic Development Director, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-746-3430) or email (dalima@sunrisefl.gov).

E. Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is the sole work of the Artist, is an original creation, and does not infringe upon or violate any copyrights or other rights of any person, entity, or organization. Artist acknowledges and agrees to defend, indemnify and hold harmless the City against any claims alleging that the Artwork infringes on the intellectual property rights of any third parties.

F. Artist warranties the Artwork against all defects in workmanship and materials for a period not to exceed two (2) years from the date of acceptance by the City ("Warranty Period") and shall repair or replace defective materials and workmanship at Artist's sole cost during the Warranty Period. To be valid, any warranty claim(s) submitted by the City must be made in writing during the Warranty Period.

G. Provide to the City copies of any sketches, drawings, plans and/or any other documentation related to the fabrication of the Artwork.

3. Ownership of the Artwork, Waiver and Acknowledgement. Upon purchase, the City shall own the Artwork. Artist hereby waives (1) all proprietary rights to, and ownership of, the Artwork; (2) all claims that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as "VARA") and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the Artwork.

   Artist acknowledges the City's right to modify, remove, and/or maintain the Artwork, in any matter determined by the City and in the City's sole discretion. Artist acknowledges the City is entitled to exhibit, publicize, broadcast, advertise, and otherwise use the likeness of the Artwork, in any noncommercial, non-profit manner the City sees fit. Artist acknowledges that the City shall have the right to use Artist's name, likeness and biographical information in connection with the display, reproduction, and/or distribution of materials related to the Artwork.

4. Use of the Artwork: Artist understands and agrees that even though he or she will retain the copyright to the Artwork, Artist is granting the City the unlimited, perpetual, and irrevocable right to use and display the Artwork in any manner or media whatsoever. Further, Artist agrees that the City has no duty or obligation to install, display, preserve, replace, repair or restore the Artwork whether or not the Artwork is damaged or destroyed by any event or occurrence. Artist agrees that the City in its sole discretion may remove, replace, destroy or dispose of the Artwork at any time and without notice to Artist. The City agrees to make all reasonable efforts to maintain the integrity of the Artwork, and will not knowingly make any use of the Artwork in a manner that would reflect unfavorably on Artist's name or reputation.

5. Indemnification. Artist hereby agrees to release, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, from any and all liability, including but not limited to claims which arise from any misrepresentation or omission herein, negligence, copyright or statutory violations, or for any loss or damage that otherwise arises from this Contract or my participation in the Project. In the event the City is made a party to any such litigation, Artist shall defend, protect and hold the City harmless and pay all costs and expenses and reasonable attorneys' fees incurred in such litigation, including any appeals. This indemnity shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Contract.

6. Assignment. The parties agree that the expertise and experience of Artist are material considerations for this Contract. Therefore, Artist shall not assign or transfer any interest in this Contract nor the performance of any of Artist's obligations hereunder.

7. No Third-Party Beneficiaries. This Contract shall not be construed to confer rights or privileges or causes of action to any third party or entities not a party to this Contract.

8. No Waiver of Sovereign Immunity. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities, including the monetary limitations of liability, as set forth in Section 768.28, Florida Statutes and nothing herein shall be construed as a waiver by the City of its sovereign immunity protections.

9. Notices. All notices required or permitted by this Contract shall be delivered by prepaid overnight delivery service (e.g., FedEx, UPS), or by hand delivery, effective upon delivery. 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 Artist, to: Asia Scudder
P.O. Box 162
Exeter, NH 03833

If to City, to: Danielle Lima
Economic Development Director
City Manager's Office – 5th Floor
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office – 4th Floor
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

10. Independent Contractor. Artist is an independent contractor of City, and nothing in this Contract shall constitute or create a partnership, joint venture, or any other relationship between the Artist and City. In providing services, neither Artist nor its

agents shall act as officers, employees, or agents of City. Artist shall not have the right to bind City to any obligation not expressly undertaken by City under this Contract.

11. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Artist represents that Artist has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes. Artist represents and certifies that Artist is not, and for the duration of the term of this Contract will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. City may, at the option of the City Commission, terminate this Contract if Artist has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. Artist certifies that it is not participating in a boycott of Israel. Artist represents that Artist is, and for the duration of the term of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

12. Verification of Employment Eligibility. Artist represents that Artist and each subcontractor of the Artist has registered with and uses the E-Verify system (E-Verify.gov) to verify the work authorization status of all newly hired employees of the Artist and any subcontractors in compliance with Section 448.095, Florida Statutes. If Artist violates this section, City may immediately terminate this Contract for cause and Artist shall be liable for all costs incurred by City due to the termination.

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16. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this

Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision provided, however, no severance or reformation shall have the effect of creating an interest in real property for the Artist.

17. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Contract may be executed via digital or electronic signatures, all of which shall be considered an original for all purposes.

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19. Four Corners. This written Contract, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Contract. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Contract. Further, there are no representations that induced this Contract that are not included in it. The ONLY operative provisions are set forth in writing in this Contract.

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21. Public Entity Crime Act. 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 (political subdivision); 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.

22. 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, Artist 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. Artist 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.

23. Antitrust Violations. Artist 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, Artist 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.

24. Public Records. To the extent that Artist and this Contract are subject to the requirements in section 119.0701, Florida Statutes, Artist 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 Contract and following completion of the Contract if Artist does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of Artist or keep and maintain public records required by the City to perform the service. If Artist transfers all public records to the City upon completion of the Contract, Artist shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of the Contract, Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, ARTIST 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).

(The remainder of this page is intentionally left blank.)

WHEREFORE, Artist and City have made and executed this Contract by signing below:

ARTIST

By: Asia Scudder
Name: Asia Scudder
Title: Wheeling Zenith
Date: Feb 10, 2026

CITY OF SUNRISE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

"Wheeling Zenith" ARTWORK

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4E **Meeting Date:** 2/24/2026

City Reference Number (C#): C26032

Item Description:

A Resolution of the City of Sunrise, Florida, approving a design proposal for the Flamingo Linear Park Signature Sculptures Project; approving a "Contract for Commission and Purchase of Public Art between the City of Sunrise, Florida and Silverwater Creative LLC d/b/a Sijia Chen Studio"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
325.66.75.519.506701 - Sculptures/Artwork
Project #: 006519 - Public Art

Amount:
$143,000.00

ATTACHMENTS:

ATY Resolution - C26032
Artist Agreement with Sijia Chen Studio
Final Proposal - Sijia Chen Studio

Background:

In 2022, the City Commission selected two signature sculptures for Flamingo Linear Park and executed a contract with the selected artist. In 2024, the artist breached the agreement, resulting in the City's termination of the contract. Following the termination, staff prepared a new Call-to-Artists for the selection of two new signature sculptures.

The new Call-to-Artists was advertised in July 2025 for two large-scale sculptures ranging from 16 to 22 feet in height to be installed within Flamingo Road Linear Park. One sculpture will be located at the southwest corner of Flamingo Road and Oakland Park Boulevard, and the second at the northwest corner of Flamingo Road and Panther Parkway. A total of 110 submittals were received in response to the solicitation.

A Selection Committee comprised of City staff was established to review and evaluate the submittals. The City's public art consultant served as a non-voting subject matter expert and attended the committee meetings. The Selection Committee conducted the review process in two phases. During Phase One, six artists were shortlisted based on experience, credentials, artistic style, and previous work. In Phase Two, each shortlisted artist received a stipend to develop a detailed proposal and present it to the Selection Committee. Final rankings were determined using the following criteria: merit of concept; style and appropriateness; technical considerations and feasibility; safety and maintenance; and diversity.

The selected artist is Sijia Chen, operating as Silverwater Creative LLC d/b/a Sijia Chen Studio. The proposed sculpture, titled "Flow," is a 20-foot-tall stainless-steel sculpture painted in vibrant colors and featuring four cutout symbols that represent the City of Sunrise, and will be located at the southwest corner of Flamingo Road and Oakland Park Boulevard.

The total cost for the sculpture is $143,000.00, which includes construction documents prepared and signed by a Florida-licensed engineer; permitting fees; all materials and paint for fabrication; lighting for the sculpture; transportation and off-truck loading to the designated site in Sunrise; installation; coordination of inspections; professional photography for publication and marketing; warranties; liability and other required insurance; indemnification holding the City of Sunrise harmless from all claims and damages.

The City has already designed and constructed the art pads and provided electrical service to support sculpture lighting. Staff requests that the City Commission approve the selected design proposal by Silverwater Creative LLC d/b/a Sijia Chen Studio, titled "Flow" and approve the attached Agreement.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director

Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A DESIGN PROPOSAL FOR THE FLAMINGO LINEAR PARK SIGNATURE SCULPTURES PROJECT; APPROVING A "CONTRACT FOR COMMISSION AND PURCHASE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND SILVERWATER CREATIVE LLC D/B/A SIJIA CHEN STUDIO"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise issued a Call-to-Artists solicitation for the commission of two (2) art sculptures to be placed in the Flamingo Road Linear Park; and

WHEREAS, a Selection Committee evaluated the submittals and selected the top designs for the Flamingo Road and Panther Parkway site and the Flamingo Road and Oakland Park Boulevard site to be approved by the City Commission; and

WHEREAS, the Selection Committee selected the design proposal submitted by Silverwater Creative LLC d/b/a Sijia Chen Studio, titled "Flow" (Sculpture), for the Flamingo Road and Oakland Park Boulevard site; and

WHEREAS, the total cost for the Sculpture is $143,000.00. A contract is necessary to set forth the terms and conditions for the design, fabrication and installation of the Sculpture.

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

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

Section 2. The City Commission hereby approves the design proposal selected by the Selection Committee titled "Flow" for the Flamingo Road and Oakland Park Boulevard site. Silverwater Creative LLC d/b/a Sijia Chen Studio is hereby selected for award of the Flamingo Linear Park Signature Sculptures Project for the Flamingo Road and Oakland Park Boulevard site in the amount of $143,000.00, contingent on providing an acceptable Certificate of Insurance and an executed Contract.

Section 3. The City Commission hereby approves the "Contract for Commission and Purchase of Public Art between the City of Sunrise and Silverwater Creative LLC d/b/a Sijia Chen Studio" (Contract). A copy of the Contract is attached hereto and made

a part of this Resolution as Exhibit A. The City Manager is authorized to execute the Contract.

Section 4. City staff is hereby authorized to take all actions necessary for the full performance of the Contract.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

CONTRACT FOR COMMISSION AND PURCHASE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND SILVERWATER CREATIVE LLC D/B/A SIJIA CHEN STUDIO

THIS CONTRACT is made and entered into this _____ day of _____, 2026, 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 (hereinafter referred to as the "City") and SILVERWATER CREATIVE LLC, a Delaware LLC d/b/a SIJIA CHEN STUDIO, with offices at 1243 N Commonwealth Avenue, Los Angeles, CA 90029 (hereinafter referred to as the "Artist") for the design and construction of the Flamingo Linear Park Signature Sculpture titled “Flow” (hereinafter referred to as the "Project"), the City and the Artist hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Artist, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Contract, the Specifications, Call to Artists, the Final Proposal which was the Artist’s presentation to the Selection Committee including the proposed budget, sculpture description, site plan, and sculpture renderings (collectively referred to as the “Final Proposal”), the Addenda, any Supplemental Conditions, the Purchase Order, all Change Orders and Field Orders issued hereinafter, and any other amendments hereto executed by the parties hereafter.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the City and the Artist with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Artist.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Artist.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Artwork, as that term is defined in Paragraph 2.1 below. Any Artwork that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Artist for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Artist shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Artist may discover with respect to these documents before proceeding with the affected Artwork. The issuance, or the express or implied approval by the City of the Contract Documents shall not relieve the Artist of the continuing duties imposed hereby, nor shall any such approval be evidence of the Artist's compliance with this Contract.

1.5.8 In the event of any conflict in the Contract Documents, the following documents shall take precedence in the following order of precedence:

(a) any Change Orders;

(b) the Addenda;
(c) the Contract;
(d) any Supplemental Conditions;
(e) the Purchase Order;
(f) the Final Proposal; and
(g) the Call to Artists

As between numbers and scaled measurements on the Final Proposal the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Final Proposal, shall control the Artist in dividing the Artwork or in establishing the extent or scope of the Artwork to be performed by a Subcontractor, as defined in Paragraph 9.1.1 below.

1.5.10 Whenever the word "days" is used, it shall mean calendar days and not working days unless otherwise specified. Whenever the term “business days” is used it shall mean any day except any Saturday, any Sunday or any day which is a holiday that is recognized by the City of Sunrise.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the City. The Artist shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Artist use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.7 Public Records Law

1.7.1 The Artist 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 Artist and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Artist shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Artist does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Artist or keep and maintain public records required by the City to

perform the service. If the Artist transfers all public records to the City upon completion of the Contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the Contract, the Artist 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 Artist 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 Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE ARTIST 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).

1.8 Compliance with Laws

1.8.1 Artist and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act (ADA), 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Artist shall determine whether it is required to obtain a certificate of authorization to transact business in Florida from the Florida Department of State, Division of Corporations.

1.8.2 ADA Compliance

Upon request, Artist will provide the City with any accessibility testing results and written documentation verifying accessibility for documents delivered by the Artist to the City, as well as promptly respond to and resolve accessibility complaints.

1.9 Electronic Recordkeeping

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

ARTICLE II

THE ARTWORK

2.1 The term "Artwork" shall mean whatever is done by or required of the Artist to perform and complete its duties under this Contract, including the following: completion of the Project as proposed in the Final Proposal; furnishing of any required insurance; and the provision or furnishing of labor, administration, management, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, power, permits and licenses required of the Artist to complete this Contract. The Artist will be responsible for hiring an engineer to ensure that the sculpture meets the structural capacity of the previously designed and permitted foundation for the concrete pad located at the southwest corner of Flamingo Road and Oakland Park Boulevard. The structural parameters of the concrete slabs will be provided by the City. The City recognizes that during the sculpture's permitting process, the Artist's engineer and/or the City's Building Department may require structural changes to the approved sculpture rendering to account for and provide for the structural parameters of the concrete slab(s) and/or requirements of the Florida Building Code. If any changes to the approved sculpture rendering, which is part of the Final Proposal and shown in Exhibit A, are required, the Artist shall comply with the procedures in Article X, Section 10.1 of this Agreement ("Changes in the Artwork") and, in addition, shall provide a revised sculpture rendering showing all required changes.

Fabrication of the sculpture described below shall not commence until permit review is completed. The Artwork to be performed by the Artist is generally described as follows:

The Artwork to be performed under this Contract includes, but is not limited to: the design, materials, structural engineering, permitting, fabrication, construction, delivery and installation of one (1) sculpture project that will be located at the Flamingo Linear Park called "Flow" (referred to as the "Sculpture") together with a public lecture (if requested by the City), meetings with City staff and consultants, and all services, labor, supplies, materials and equipment necessary for the completion of the Sculpture as shown and specified in the Final Proposal.

2.2 The Sculpture shall be durable and require minimal ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with intense sun and seasonal heavy rain. Problems with rust and fading shall be avoided. The Sculpture shall be designed and constructed in accordance with the Florida Building Code.

2.3 The Artist shall provide and install the lighting fixtures consistent with the Final Proposal and the City shall provide electrical service and conduit to the Project site.

2.4 The Artist shall secure any and all required licenses, permits, approvals and other legal authorizations at the Artist's expense necessary for the fabrication and installation of the Sculpture at the Project site, including but not limited to written approval from the City certifying structural compliance of the Sculpture with applicable building codes.

2.5 Once the Sculpture has been fabricated, Artist shall submit a report to the City, accompanied by photographs or other acceptable documentation substantiating that the fabrication has been completed in accordance with the Final Proposal. The report shall include plans for installation and a description of all activities requiring coordination with the City.

2.6 The Artist shall not perform operations of any nature on, over or across property owned or leased by third parties, except such operations as are specifically authorized in plans or specifications and as authorized by the City.

2.7 Delivery and installation of the Sculpture shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.

2.8 Except as set forth below, the risk of destruction or damage to the Sculpture or any part thereof shall be borne by the Artist until written acceptance by the City. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, rebuild, repair and restore damage to any portion of the Sculpture until written acceptance of the Project by the City. Notwithstanding the foregoing, after delivery of the Sculpture to the Project site and during installation and until final acceptance of the Project by the City as installed, the Artist shall not be responsible for the cost of repair for any damage caused by job-site Artists or Subcontractors hired by City or otherwise not under the Artist's control or supervision or in the event of vandalism or natural disasters resulting in damage to the Sculpture.

2.9 Upon completion of the Project, and prior to final payment the Artist shall provide and submit all information on the Sculpture as may be requested by the City for its files, including but not limited to certificate of substantial completion, releases and waivers of lien from subcontractors, evidence of approval inspections, building permit card, notarized warranty/transfer of title, technical and maintenance information, "As Built" drawings, photographs, plans, all required warranties as may be applicable, for use in maintaining and repairing the Sculpture, information regarding copyright of the Sculpture by the Artist, updated biographical information, and a statement regarding the Project. Artist will provide City a Maintenance Guide including instructions for LEDs and repainting procedures to assist the City.

2.10 The Artist shall perform all of the Artwork required, implied or reasonably inferable from this Contract.

2.11 Substitutions: Unless expressly permitted or allowed by the Contract Documents, substitutions of materials, articles, systems, equipment, or other components of the Artwork will not be considered. Where substitutions or approved equals are expressly permitted or allowed by the Contract Documents, the Artist must demonstrate to the City that a proposed substitution is equal in substance, quality and function to the material,

article, or piece of equipment identified in the Contract Documents. The City shall have no obligation to accept a proposed substitution and no substitution shall be allowed without the prior written approval from the City. If the substitution results in a savings to the Artist, the City shall be entitled to a credit for the amount saved as a result of the substitution. Requests for substitutions and approved equals must be submitted to the City for evaluation no later than 14 days after issuance of the Notice of Award.

ARTICLE III

CONTRACT TIME

3.1 Time

3.1.1 The City shall notify the Artist in writing of the date on which the Artwork shall begin ("the Notice to Proceed Date"). The Artist shall commence the Artwork on the Notice to Proceed Date and carry on the Artwork regularly and without interruption. The **Artist shall achieve Substantial Completion of the Artwork** no later than two hundred and eighty **(280) calendar days** after the Notice to Proceed Date. If there are delays that are outside of the Artist's control, such as permitting delays attributed to the City, the Artist can request additional time and the City will not unreasonably deny the request. The number of calendar days from the Notice to Proceed Date, through the date set forth for Substantial Completion, shall constitute the "Contract Time." The Artist shall furthermore achieve Final Completion of the Artwork no later than **SIXTY (60) calendar days** after date of Substantial Completion.

3.2 Notice to Proceed Date

3.2.1 Once the Notice to Proceed Date has been established, the Artist shall be responsible for the timely and successful completion of the Artwork and shall endeavor to provide all applicable agencies having jurisdiction with all the required documentation needed to successfully and timely continue the progress of the Artwork This may include but is not limited to providing all necessary documentation in the form of shop drawings, clarifications, calculations, technical data, protocols, product approvals, etc.

3.2.2 Under no circumstances will the City accept claims or be responsible for delays arising from failed, unsuccessful, untimely or late inspections or rejections of inspected Artwork due to the fault of the Artist for not supplying all of the necessary documentation in the forms required or requested by the Building Official or the City's Engineer.

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Artwork when the Sculpture is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use of the Sculpture and can utilize the Sculpture for its intended purpose. A prerequisite for the achievement of Substantial Completion is the receipt by the City of any and all authorizations required for by any governmental or regulatory authority. Achievement of Substantial Completion must meet the requirements specified in Section 5.4.

3.4 Time is of the Essence

3.4.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The City shall pay, and the Artist shall accept, as full and complete payment for all of the Artwork required herein, the fixed sum of **One Hundred Forty Three Thousand Dollars ($143,000).** The sum set forth in this Subparagraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 The City shall pay the Contract Price to the Artist as provided below.

5.1.2 Progress Payments -- Based upon the Artist's Applications for Payment submitted to the City and the City's approval of such Applications the City shall make progress payments to the Artist on account of the Contract Price according to the following schedule:

20% ($28,600) upon Notice to Proceed and a purchase order issued by the City and the Artist's submission to the City of: (a) a copy of its certificate of authorization to transact business in Florida issued by the Florida Department of State, and (b) proof of all insurance required herein

20% ($28,600) upon the date on which the City's Building Department notifies the Artist that permits for the Artwork been approved, provided that the City's Contract Administrator has approved any modifications to the approved sculpture rendering pursuant to Section 2.1 of this Agreement.

20% ($28,600) upon the date on which the Artist notifies the City that the Artwork is 50% complete. For the avoidance of doubt, 50% completion is defined as completion of the structural frame and panels fabrication. The Artist shall provide photographs to verify the progress. In addition to photographs the City may elect to inspect the progress in-person.

20% ($28,600) upon the date on which the Artist notifies the City that the Artwork is 75% complete. For the avoidance of doubt, 75% completion is defined as completion of fabrication and painting of the Artwork. The Artist shall provide photographs to verify the progress. In addition to photographs the City may elect to inspect the progress in-person

20% ($28,600) within thirty (30) days of final acceptance of the Artwork by the City and the Artist's submission of a Final Invoice, Warranty of Title, and all additional documentation required under the post installation requirements set forth in Section 2.9 of this Agreement, to the City.

5.1.3 The Artist shall submit an Application for Payment to the City's Representative identified in Section 8.1 for each stage of completion set forth in Section 5.1.2, along with supporting photographs. Submission of the photographs as required herein shall be a condition precedent for payment to the Artist. Such Application for Payment shall be signed by the Artist and shall constitute the Artist's representation that the Artwork has progressed to the level for which payment is requested, that the Artwork has been properly performed in full accordance with this Contract, and that the Artist knows of no reason why payment should not be made as requested. Thereafter, the City will review the Application for Payment and may also review the Artwork at its place of fabrication, the Project site, or elsewhere to determine whether the quantity and quality of the Artwork is as represented in the Application for Payment and is as required by this Contract. The City, in its sole discretion, may require the Artist to meet and confer with the City with respect to said Application for Payment prior to any approval of same. The City shall make partial payments on account of the Contract Price to the Artist within twenty-five (25) days following the City's approval of each Application for Payment. The amount of each partial payment shall be the amount approved for payment by the City less such amounts, if any, otherwise owing by the Artist to the City or which the City shall have the right to withhold as authorized by this Contract. The City's approval of an Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Subparagraph 5.2 below.

5.1.4 The Artist warrants that title to all Artwork covered by an Application for Payment will pass to the City no later than the time of payment. The Artist further warrants that upon submittal of an Application for Payment, all Artwork for which payments have been received from the City shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Artist or any other person or entity whatsoever.

5.1.5 The Artist shall promptly pay each Subcontractor out of the amount paid to the Artist on account of such Subcontractor's work, the amount to which such Subcontractor is entitled.

5.1.6 No progress payment, nor any use or of the Project by the City, shall be interpreted to constitute an acceptance of any Artwork not in strict accordance with this Contract.

5.2 Withheld Payment

5.2.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Artist, to protect the City from loss because of:

(a) defective Artwork not remedied by the Artist nor, in the opinion of the City, likely to be remedied by the Artist;

(b) modifications to the sculpture during the design, permitting or fabrication process that are inconsistent with the approved sculpture renderings as shown in Exhibit A, that have not been approved in writing by the Contract Administrator;

(b) claims of third parties against the City or the City's property;

(c) failure by the Artist to pay Subcontractors or others in a prompt and proper fashion. However, notwithstanding the foregoing, and provisions of Section 255.05(11), Florida Statutes, the parties hereby agree that the City may condition its payment to the Artist on the production of a release, waiver, or like documentation from a Subcontractor or others demonstrating that the Subcontractor or others do not have an outstanding claim for payments due on labor, services or materials furnished under the Contract. In the event the City requires such documentation, the provisions of the Local Government Prompt Payment Act (Sections 218.70 through 218.80, Florida Statutes) shall be suspended until such time as the City obtains the requested documentation;

(d) evidence that the balance of the Artwork cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Artwork will not be completed in the time required for Substantial or Final Completion;

(f) persistent failure to carry out the Artwork in accordance with the Contract;

(g) damage to the City or a third party to whom the City is, or may be, liable;

(h) failure to comply with 5.1.3 of this Section; or

(i) any and all sums or obligations owed by the Artist to the City under this Contract or any other agreement between City and Artist.

In the event that the City makes written demand upon the Artist for amounts previously paid by the City as contemplated in this Subparagraph 5.2.1, the Artist shall comply with such demand within ten (10) days of receipt of same.

5.3 Unexcused Failure to Pay. If within twenty-five (25) days after the date established herein for payment to the Artist by the City, the City, without cause or basis hereunder, fails to pay the Artist any amount then due and payable to the Artist, then the Artist may after ten (10) additional days' written notice to the City and without prejudice to any other available rights or remedies it may have, stop the Artwork until payment of those amounts due from the City have been received. Any payment not made within twenty-five (25) days after the date due shall bear interest at the City's investment earnings rate from the Florida State Board of Administration.

5.4 Substantial Completion. When the Artist believes the Artwork is substantially complete, the Artist shall submit a letter to the City stating that the Project is substantially complete and including a list of items to be completed or corrected. The City will inspect the Artwork and may supplement the list of items to be completed or corrected in the event the Artist has omitted any incomplete or defective Artwork. When the City, determines the Artwork is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Artist for Project security, maintenance, utilities, damage to the Artwork, and insurance, and shall fix the time within which the Artist shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Artwork. The Certificate of Substantial Completion shall be submitted to the City and the Artist for their written acceptance of the responsibilities assigned to them in such certificate. If the City determines that the Artwork is not substantially complete, the City shall notify the Artist in writing within two (2) business days after the inspection. If the City is unable to issue its Certificate of Substantial Completion and is required to repeat its inspection of the Artwork, the Artist shall bear the cost of such repeat inspection(s), which cost may be deducted by the City from the Artist's next pay application. The Artist is responsible for all Project security, maintenance, damage to the Artwork, and insurance until issuance of the Certificate of Substantial Completion.

5.5 Completion and Final Payment

5.5.1 When all of the Artwork is finally complete and the Artist is ready for a final inspection, it shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Artwork and, if the Artwork is complete in full accordance with this Contract and this Contract has been fully performed, the Artist shall be entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is

required to repeat its final inspection of the Artwork, the Artist shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Artist's final payment.

5.5.1.1 When the City reasonably believes that Final Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Artist an amount then believed by the City to be adequate to offset such delays. City is authorized to deduct from and offset against any and all payments or amounts otherwise due Artist under this Contract or any other agreement between City and Artist an amount equal to any and all sums or obligations owed by Artist to the City under any such agreement between City and Artist.

5.5.2 As a condition precedent to final payment to the Artist, the Artist shall deliver to the City the following documents in a form acceptable to the City; a final receipt and release of the City; the Artist's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Artwork for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Artist and of any and all other parties required by the City; a duly executed assignment of any and all warranties required by the Contract Documents; any and all manuals required by the Contract Documents; any and all manuals relating to Project materials or Project maintenance; and all as-built drawings required by the Contract Documents. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Artist shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 As a further condition precedent to final payment, the Artist shall furnish to the City a complete and comprehensive set of as-built drawings as required in the Contract Documents; said as-built drawings are to be submitted on minimum 24'' x 36" bond paper and electronically in PDF format , and the City and the Artist agree and acknowledge that the Contract Price includes all cost and expense associated with the production of said as-built drawings.

5.5.4 The City shall make final payment of all sums due the Artist within twenty-five (25) days of the City's final inspection of the Artwork.

5.5.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Artist except for those claims previously made in writing against the City by the Artist, pending at the time of final payment, and identified in writing by the Artist as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 Information, Services and Items Required from City

6.1.1 The "City" -- The City of Sunrise, as represented by the City Commission and its designees which is the owner of this Project.

6.1.2 The Community Development Department: Building Division -- The Building Division is the City's Division responsible for assuring compliance with applicable regulations and the Florida Building Code as required. The Building Division is responsible for issuing permits, reviews, inspections, Certificates of Completion and any other actions as described to be the responsibility of the Building Official under the Florida Building Code. The Building Division is also responsible for the enforcement of other state, federal and county regulations which may fall under the jurisdiction of the Building Official.

6.1.3 The Community Development Department: Engineering Division -- The City's Engineering Division is the City's Division responsible for issuing permits, reviews, inspections and any other actions necessary for the enforcement of the City's Ordinances affecting the site, drainage, zoning, water, sewer, irrigation and distribution lines and coverage, paving, traffic, landscaping, and irrigation. The Engineering Division issues Final Inspection Approvals for the Artwork reviewed and inspected under the Engineering Division's permitted portion of the project's Artwork. The City's Engineering Division assures compliance with roads, drainage, landscaping, irrigation, and appearance of the site.

6.1.4 The Artist is responsible for paying for all design, testing, permitting, and inspection fees associated with the sculpture.

6.1.5 The City shall furnish the Artist, free of charge, two (2) copies of the Contract Documents for execution of the Artwork. The Artist will be charged and shall pay the City **FIFTY Dollars ($50.00)** per additional set of Contract Documents which it may require.

6.2 Right to Stop Artwork

6.2.1 If the Artist persistently fails or refuses to perform the Artwork in accordance with this Contract, the City shall have the right, but not an obligation, to order the Artist to stop the Artwork, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Artwork be resumed. In such event, the Artist shall immediately obey such order. A stop Artwork directive provided under this paragraph shall not entitle the Artist to an extension of the completion date.

6.3 City's Right to Perform Artwork

6.3.1 If the Artist's Artwork is stopped by the City under Paragraph 6.2, or if the Artist persistently fails or refuses to perform the Artwork in accordance with this Contract, and the Artist fails prior to 5:00 p.m. three (3) days after such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Artist, proceed to carry out the subject Artwork. In such a situation, an

appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Artist shall pay the difference to the City.

6.4 Inspections

6.4.1 No inspector shall have authority to waive any requirements of the Contract Documents. Any failure or omission on the part of any inspector or any agent of the City, to condemn any defective Artwork or material shall not release the Artist from its obligations to install the Artwork free from faults and defects and to promptly remove and repair any defective or deficient Artwork. The Artist hereby acknowledges and agrees that no inspector shall have authority to:

(a) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(b) Undertake any of the responsibilities of the Artist, Subcontractors or Artist's superintendent;

(c) Expedite the Artwork for the Artist;

(d) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(e) Advise on or issue directions as to safety precautions and programs in connection with the Artwork. Provided however, this shall not preclude the City inspector from notifying the Artist of any hazardous or dangerous condition; or

(f) Participate in specialized field or laboratory tests.

6.5 Coordination and Scheduling of Artwork

6.5.1 The Artist shall cooperate with the City and any separate Artists retained by the City, and the Artist shall carefully coordinate and schedule the Artwork as may be required to accommodate without delay or interference the Artwork of the City or any of its separate Artists.

6.6 Artist Responsible for Delays

6.6.1 The Artist shall be responsible for any damages caused to the City as a result of any delays caused by the Artist.

6.7 City's Right to Use

6.7.1 The City reserves the right to use any part of the Project when same is Substantially Complete. It is expressly agreed, however, that partial use of any part of the Project does not activate any warranty obligations of the Artist and any warranties which contain time limitations shall commence on the date of Final Completion unless otherwise expressly specified in the Contract Documents.

6.8 Removal of Sculptures

City has the right to remove and discard the Sculpture in its sole discretion. In the event City discards the Sculpture, City reserves the right but not the obligation to make a reasonable attempt to notify Artist at their current email address sijia@sijiachen.com prior to discarding the Sculpture to allow Artist an opportunity to reclaim the Sculpture at Artist's sole expense. If City notifies Artist as set forth herein, Artist shall have whatever time provided by the City to take possession of the Sculpture, but in no event shall Artist be provided more than thirty (30) days. Notwithstanding the foregoing, Artist acknowledges and agrees that circumstances may exist whereby it is impractical for City to provide notice of its intent to discard the Sculpture and therefore such notice is not promised or guaranteed by the City. Artist specifically acknowledges and agrees that City is not and shall not be liable for any damages, losses, payments, or other penalty based on City's discarding of the Sculpture, City's failure to notify Artist of the discarding of the Sculpture, or any other act or omission related to or arising out of the removing or discarding of the Sculpture.

ARTICLE VII

THE ARTIST

7.1 Artist's Representative

The Artist's Representative for this Project is Sijia Chen, 1243 N Commonwealth Avenue, Los Angeles, CA 90029, (310)384-5734, sijia@sijiachen.com. The Artist's Representative is designated as the Artist's designated representative for purposes of any and all written or verbal communications between the parties. The Artist shall notify the City of any change to the Artist's Representative.

7.2 The Artist is again reminded of its continuing duty set forth in Subparagraph 1.5.7. If the Artist performs any of the Artwork knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City the Artist shall bear responsibility for such performance and shall bear the cost of correction.

7.3 The Artist shall perform the Artwork strictly in accordance with this Contract. The Artist shall also be responsible for all cutting, fitting or patching incidental to the Artwork not identified on the Final Proposal to provide a professional, complete, and functional Project.

7.4 Artist's Professional Standard

7.4.1 City's engagement of the Artist is based upon the Artist's representations to the City that:

(a) Artist has carefully reviewed all Contract Documents prior to signing this Contract.

(b) Artist is an organization experienced in, and qualified, willing and able to provide construction of the nature and type necessary to perform the Artwork;

(c) Artist is authorized to conduct business in the State of Florida and the City of Sunrise; and

(d) Artist shall furnish labor, material, equipment and services (i) which expeditiously, economically and properly complete the Artwork in the manner most consistent with the Owner's interests and objectives, (ii) in accordance with the Contract Documents, and (iii) in accordance with the highest standards currently practiced by persons and entities performing comparable labor, material, equipment and services on projects of similar size and complexity.

7.4.2 The Artist shall administer, manage, supervise and direct the Artwork using the Artist's best skill, effort and attention. The Artist shall be responsible to the City for any and all acts or omissions of the Artist, its employees and others engaged in the Artwork on behalf of the Artist.

7.5 Artist's Warranties and Representations

7.5.1 The Artist warrants to the City that all labor furnished to progress the Artwork under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Artwork will be of good quality, free from faults and defects and in strict conformance with this Contract for a period of three (3) years from the Final Completion date unless a longer warranty period is a requirement of the drawings and/or specification for either individual elements of the Project or the entire Project. All Artwork not conforming to these requirements may be considered defective. The Artist will, at its own expense, remedy any defects due to faulty workmanship or materials that arise within such warranty period.

7.5.2 The Artist represents and warrants to the City that the Sculpture will not contain sharp points or edges which may pose a danger to the public and agrees to cooperate in making or permitting adjustments to the Sculpture if necessary to eliminate any sharp points or edges which become apparent within one (1) year of the date of Final Completion.

7.5.3 The Artist represents and warrants to the City that the Sculpture are solely the result of the Artistic efforts of the Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.

7.5.4 The personal skill, judgment and creativity of the Artist are essential elements of this Contract. Therefore, although the parties recognize that the Artist may employ qualified personnel to Artwork under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative or Artistic portions of the Project to a person other than the Artist without the prior written consent of the City.

7.5.5. The Artist represents and warrants to the City that the Sculpture will be unique and that the Sculpture does not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate work of art consisting of the same design and dimensions as the Sculpture for placement anywhere in the State of Florida. For the purposes of this warranty, if the dimensions and style of another work of art exceeds 75% of the dimensions of the commissioned Sculpture, the other works of art shall be deemed to be of the same dimensions as the commissioned Sculpture. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.

7.5.6 Any warranty required or received from a Subcontractor, manufacturer, or supplier is herein assigned by the Artist to the City effective immediately upon issuance of the fully executed Certificate of Substantial Completion. Furthermore, the Artist agrees to supply to the City the originals of all such warranties where same are in writing, and further agrees to execute, if requested by the City, separate assignments of warranty on a form furnished by the City.

7.6 The Artist shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Artwork save and except as set forth in Subparagraph 6.1.4 hereinabove. The Artist shall comply with all lawful requirements applicable to the Artwork and shall give and maintain any and all notices required by applicable law pertaining to the Artwork.

7.7 Supervision

7.7.1 Key administrative, managerial and supervisory personnel assigned by the Artist to this Project are as follows:

Name	**Function**
Michael Pak, Studio Manager	Project Management

The Artist shall furnish to the City complete resumes of each of the individuals named above. So long as the individuals named above remain actively employed or retained by the Artist, they shall perform the functions indicated next to their names unless the City agrees to the

contrary in writing or unless the City requests the removal of any such individual from the Project. In the event the City requests the removal of any of the individuals named above, the Artist shall immediately comply and shall immediately replace such individual with a qualified substitute to whom the City makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Artist shall be bound by the provisions of this Subparagraph 7.7.1 as though such individuals had been listed above.

7.8 Schedule. The Artist, within fifteen (15) days of commencing the Artwork, shall submit to the City for their information the Artist's schedule for completing the Artwork. The Artist's schedule shall be revised by the Artist and provided to the City each time a change to the schedule occurs to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished as soon as the Artist encounters a change, upon request by the City, and with each Application for Payment. Failure by the Artist to strictly comply with the provisions of this Paragraph 7.8 shall constitute an incomplete Application for Payment and subject to rejection by the City.

7.9 Cleaning the Site and the Project. The Artist shall keep the Project site reasonably clean during installation of the Sculpture, shall remove debris, trash and garbage from the site daily and allow no accumulation of debris, garbage or trash on the site. Upon final installation of the Sculpture, the Artist shall clean the site and remove all waste, together with all of the Artist's property therefrom.

7.10 Access to Artwork. The City and representatives of any authorities having jurisdiction over the Artwork shall have access to the Artwork at all times from commencement of the Artwork through Final Completion. The Artist shall take whatever steps necessary to provide access when requested.

7.11 Safety. The Artist shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Artwork and all other persons who may be affected thereby; the Artwork and materials and equipment to be incorporated therein; and all other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Artist shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same; this requirement includes, but is not limited to, the United States Occupational Safety and Health Act and the Florida Trench Safety Act, Florida Statute § 553.60.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Artist agrees to indemnify, defend and hold harmless the City, 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 installation or correction of faulty workmanship or materials to the Artwork 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, or patents, copyrights, intellectual property right violations, and (2) are caused by the negligent acts, errors, or omissions of the Artist or Artist's Subcontractor(s). The City reserves the right, but not the obligation, to participate in the defense without relieving Artist of any obligation hereunder.

7.13 Intellectual Property Rights and Ownership

7.13.1 Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending City funds shall be vested in the City, which shall obtain title to each work of art including the Sculpture. Additionally, all proposals, drawings, photographs, shop drawings, plans, materials and specifications shall become the property of the City upon completion of the Project, and shall be delivered to the City prior to completion of the Contract. Title to the Sculpture shall pass to the City upon written notice to the Artist of final acceptance of the Artwork and complete payment to the Artist under this Contract. The Artist shall provide the City a Transfer of Title to the Sculptures in a form approved by the City.

7.13.2 It is expressly understood and agreed that the Artist retains: (1) all right, title and interest in all intellectual property associated with the Sculpture, including but not limited to all rights to the design of the Sculptures; (2) all rights to all copyrights with respect to the Sculptures under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, including all moral rights; (3) Artist retains rights to use photographs of the Sculpture for their portfolio and social media. and (4) all rights expressly granted in this Contract.

7.13.3 The Artist hereby grants the City the sole and exclusive right to display the Sculpture, and two-dimensional reproductions of the Sculpture, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Sculpture and such reproductions to others with authority to display them publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Sculptures in a three-dimensional form. Further, as the Sculpture shall be unique and shall constitute the Artistic expression of the Artist, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the Sculptures, with the exception of any model(s) used in the process of creating the Sculpture for the City, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from making two-dimensional reproductions of the Sculpture for any purpose or from creating future works of art in the Artist's manner and style of Artistic expression for any purpose.

7.13.4 The City may use photographs and other two-dimensional reproductions of the Sculpture for educational, public relations, arts promotional, non-commercial purposes. For

the purposes of this Contract, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the Sculpture under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.

7.13.5 All references to the Sculpture and all reproductions of the Sculpture shall credit the Sculpture to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.

7.13.6 The Artist agrees that all formal references to the Sculpture and noncommercial reproductions of the Sculpture under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Sunrise, Florida."

7.13.7 The Artist also shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Sculptures and the transfer of title to the Sculptures to the City. The City shall use its best efforts to arrange for publicity for the completed Sculptures in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation. The Artist shall be entitled to be reimbursed by the City for travel and expenses for the Artist for such events in accordance with the City's standard travel policies and procedures.

7.13.8 The Artist may, as part of this Contract, be requested by the City with reasonable advance notice to discuss the Sculpture with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the parties in writing. The Artist shall be entitled to be reimbursed by the City for travel and expenses for such events in accordance with the City's standard travel policies and procedures.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 The City's Representative

8.1.1 The City's Representative for this Project is Danielle Lima, 10770 W. Oakland Park Blvd., Sunrise, FL 33351, (954)746-3432, DaLima@SunriseFL.gov. In the event the City should find it necessary or convenient to replace the City's Representative the City shall

retain a replacement Representative and the status of the replacement Representative shall be that of the former Representative.

8.2 City's Representative's Administration

8.2.1 The City's Representative, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the City's Representative as set forth in this Contract. The City's Representative shall be the City's representative from the effective date of this Contract until final payment has been made. The City's Representative shall be authorized to act on behalf of the City only to the extent provided in this Contract.

8.2.2 The City and the Artist shall communicate with each other in the first instance through the City's Representative, who shall be the City's designated representative for the receipt of any such communications, or copies of same. The City reserves the right to change the City's Representative upon written notice to the Artist.

8.3 Claims by the Artist

8.3.1 Except as prohibited in Paragraph 8.3.5.1 herein below, all Artist claims shall be initiated by written notice and claim to the City, as applicable.

Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Artist, the Artist shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Artist in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the City and the Artist.

8.3.3 Claims for Concealed and Unknown Conditions -- Should concealed and unknown conditions encountered in the performance of the Artwork (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Artwork of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within three (3) days after the first observance of the condition. As a condition precedent to the City having any liability to the Artist for concealed or unknown conditions, the Artist must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Artist to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Artist of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 Claims for Additional Costs -- Except as prohibited in Paragraph 8.3.5 below, if the Artist wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Artist shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. Such written notice shall be given by the Artist before proceeding to execute any additional or changed Artwork. The failure by the Artist to give such notice and to give such notice prior to executing the Artwork shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Artist against the City for compensation in excess of the Contract Price, any liability of the City for the Artist's cost shall be strictly limited to direct costs incurred by the Artist. Direct costs do not include the Artist's home office overhead, loss of efficiency, consequential damages of the Artist, or equipment costs in excess of actual equipment rental paid by the Artist to a third party. The City shall not be liable to the Artist for claims of third parties, including Subcontractors, unless and until liability of the Artist has been established therefore in a court of competent jurisdiction.

8.3.5 Claims for Additional Time -- If the Artist is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Artwork, unusual delay in transportation, named tropical storms and hurricanes, rain events that continue for more three consecutive days, fire or any causes beyond the Artist's reasonable control, then the date for achieving Substantial Completion of the Artwork shall be extended upon the written notice and claim of the Artist to the City for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Artist shall be made not more than three (3) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Artist's basis for requiring additional time in which to complete the Project. Said claim shall specifically include, among other things, an adjusted critical path (CPM) schedule reflecting precisely the delay and its claimed impact upon the Artist's future performance. In the event the delay to the Artist is a continuing one, only one notice and claim for additional time shall be necessary. If the Artist fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.5.1 In no event, and under no circumstances, shall the Contract Sum be increased for, nor shall the Artist claim, recover, or receive payment for, any cost, expense, damages, or compensation of any kind by reason of any delay to the Project, whether critical or non-critical, and whether caused in whole or in part by the City. The Artist shall not be entitled to any direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

It is further agreed that such direct costs do include the Artist's home office overhead, loss of efficiency, consequential damages, or equipment costs in excess of actual equipment rental paid by the Artist to a third party. The Artist's sole and exclusive remedy for delay, hindrance, and disruption shall be an extension of the Contract Time provided a claim for same is made and is allowable pursuant to the provisions of Paragraph 8.3.5 hereinabove.

8.4 Field Orders

8.4.1 The City shall have authority to order minor changes in the Artwork not involving a change in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by Field Order and shall be binding upon the Artist. The Artist shall carry out such Field Orders promptly.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Artist to perform a portion of the Artwork.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract the Artist shall furnish the City, in writing, the names of persons or entities proposed by the Artist to act as a Subcontractor on the Project. The City shall promptly reply to the Artist, in writing, stating any objections the City may have to such proposed Subcontractor. The Artist shall not enter into a Subcontract with a proposed Subcontractor if the City has made a timely objection. The Artist shall not be required to subcontract with any party to whom the Artist has objection.

9.2.2 All subcontracts shall afford the Artist rights against the Subcontractor which correspond to those rights afforded to the City against the Artist herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

ARTICLE X

CHANGES IN THE ARTWORK

10.1 Any change proposed by the Artist in the scope, design, color, size, material or texture of the Sculpture as depicted in the Final Proposal and in the sculpture rendering included in Exhibit A shall be presented to the City's Contract Administrator for approval in writing prior to implementation. Neither acceptance of a permit application by the City, nor approval or issuance of a building or other permit by the City, shall constitute the required written approval of any change proposed by the Artist. Any change shall be evidenced by

the execution of a written amendment or change order to this Contract signed by both parties. Changes in the Artwork shall be performed under applicable provisions of this Contract and the Artist shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Artist executed by the City issued after execution of this Contract, authorizing and directing a change in the Artwork or an adjustment to the Contract Time, or any combination thereof. The Contract Time may be changed only by Change Order.

10.3 Minor Changes

10.3.1 The City shall have authority to order minor changes in the Artwork not involving an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Artist. The Artist shall promptly carry out such written Field Orders as described in Section 8.4.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Artist shall constitute conclusive evidence of the Artist's agreement to the ordered changes in the Artwork, this Contract as thus amended, and the Contract Time. The Artist, by executing the Change Order, waives and forever releases any claim against the City for additional time for matters relating to or arising out of or resulting from the Artwork included within or affected by the executed Change Order.

10.5 Emergency Change Orders

10.5.1 In an emergency which presents immediate danger to person or property, the City's designated representative may order a change in the Artwork which shall be documented no later than 5:00 p.m. three (3) business days after the inception of said emergency in accordance with the Change Order requirements of Article X of this Contract.

ARTICLE XI

CORRECTING ARTWORK

11.1 Correcting Artwork

11.1.1 The Artist shall immediately proceed to correct Artwork rejected by the City as defective or failing to conform to this Contract. The Artist shall pay all costs and expenses associated with correcting such rejected Artwork, including any additional testing and

inspections, and reimbursement to the City for services and expenses made necessary thereby.

11.1.2 If within three (3) years after Final Completion of the Artwork any of the Artwork is found to be defective or not in accordance with this Contract, the Artist shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Artwork completed after Final Completion, this three (3)-year obligation to specifically correct defective and non-conforming Artwork shall be extended by the period of time which elapses between Final Completion and acceptance of the subject Artwork by the City.

11.1.3 Nothing contained in this Paragraph 11.1 shall establish any period of limitation with respect to other obligations which the Artist has under this Contract. Establishment of the three-year time period in Subparagraph 11.1.2 relates only to the duty of the Artist to specifically correct the Artwork. Damage to Artwork by acts of god or third-parties after the Final Completion and acceptance by City shall not be the responsibility of Artist.

11.2 The City May Accept Defective or Non-conforming Artwork

11.2.1 If the City chooses to accept defective or non-conforming Artwork, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Artwork, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or non-conforming Artwork.

If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Artwork, the Artist shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or non-conforming Artwork.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Artist

12.1.1 If the Artwork is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Artist or any person or entity working directly or indirectly for the Artist, the Artist may, upon twenty (20) days' written notice to the City terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Artist for all Artwork performed to the termination date.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Artist for a period of thirty (30) days after receiving written notice from the Artist of its intent to terminate hereunder, the Artist may terminate performance under this Contract by written notice to the City. In such event, the Artist shall be entitled to recover from the City as though the City had terminated the Artist's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Artist for convenience. The City shall give written notice of such termination to the Artist specifying when termination becomes effective.

12.2.1.2 The Artist shall incur no further obligations in connection with the Artwork and the Artist shall stop Artwork when such termination becomes effective. The Artist shall also terminate outstanding orders and subcontracts. The Artist shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Artist to assign the Artist's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Artist shall transfer title and deliver to the City such completed or partially completed Artwork and materials, equipment, parts, fixtures, information and Contract rights as the Artist has.

12.2.1.4

(a) The Artist shall submit a termination claim to the City specifying the amounts due because of the termination for convenience. If the Artist fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Artist, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Artist may agree to the compensation, if any, due to the Artist hereunder.

(c) Absent agreement to the amount due to the Artist, the City shall pay the Artist the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Artwork, and in terminating the Artist's performance, plus a fair and reasonable allowance for overhead in the amount of seven percent (7%) of the Artist's direct

costs, and a reasonable allowance for profit in the amount of five percent (5%) of the Artist's direct costs (such profit shall not include anticipated profit or consequential damages); and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Artist would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Artist under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Artist refuses or fails to prosecute the Artwork in a timely manner, supply enough properly skilled workers, administrative, managerial and supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Artist, without prejudice to any other right or remedy, terminate the Contract and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Artist, and may finish the Artwork by whatever methods it may deem expedient. In such case, the Artist shall not be entitled to receive any further payment until the Artwork is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Artwork, such excess shall be paid to the Artist. If such costs exceed the unpaid balance, the Artist shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Artist agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of the Artwork under this Project, insurance coverages, limits, and endorsements as required herein. The Artist agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Artist under this Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Artist. In the event the Artist subcontracts or hires a contractor or Subcontractor to install the Sculpture, the Artist shall require the same insurance requirements herein be maintained by the Artist's contractor or Subcontractor.

13.2 Commercial General Liability. The Artist 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. The Artist agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Artists, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds. If rigging or crane operations are necessary, then Commercial General Liability shall also include an endorsement for Riggers Liability, or similar endorsement, providing property damage to that is part of your Artwork when such property damage is caused by any rigging or crane operations.

13.3 Business Automobile Liability. Artist 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 Artist does not own automobiles, Artist 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.

13.4 Worker's Compensation & Employer's Liability. Artist agrees to maintain Worker's Compensation & Employers Liability Insurance in accordance with Florida Statutes Chapter 440.

13.5 Additional Insured Endorsement. Artist agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, 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 Artists endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Artists Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

13.6 Waiver of Subrogation. Artist agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Artist to enter into a pre-loss agreement to waive subrogation

without an endorsement, then Artist 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 Artist enter into such an agreement on a pre-loss basis.

13.7 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.

13.8 Certificate(s) of Insurance. Artist 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 Artist's insurer. If the Artist 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, Artist 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:	Copy to:
City of Sunrise Purchasing Office Attn: Procurement Manager 10770 W. Oakland Park Blvd, 3rd Floor Sunrise, FL 33351 Fax (954) 572-2278	City of Sunrise Risk Management Division Attn: Risk Manager 10770 W. Oakland Park Blvd, 4th Floor Sunrise, FL 33351 riskmanagement@sunrisefl.gov

13.9 Other Terms. City shall have the right, but not the obligation, of prohibiting Artist from entering the Project site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Artist agrees the City reserves the right to withhold payment to Artist until evidence of reinstated or replacement coverage is provided to the City. If the Artist fails to maintain the insurance as set forth herein, the Artist agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Artist agrees to reimburse any premiums or expenses incurred by the City.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law/Jurisdiction/Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Except as set forth in Article 7, should the parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida.

14.2 Successors and Assigns

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

14.3 Non-Discrimination

14.3.1 The Artist warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

14.4 Discriminatory Vendor List

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

14.5 Public Entity Crimes

14.5.1 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 Contract, Artist represents that it has not been placed on the convicted vendor list as provided in Section 287.133,

Florida Statutes.

14.6 Scrutinized Company

14.6.1 Pursuant to Section 287.135, Florida Statutes, Artist 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.

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

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

14.7 Notice

14.7.1 In order for a notice to a party to be effective under this Contract, 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 Artist, to: Sijia Chen
1243 N Commonwealth Avenue
Los Angeles, CA 90029

If to City, to: Danielle Lima
Economic Development Director
City Manager's Office – 5th Floor
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office – 4th Floor
City of Sunrise
10770 West Oakland Park Boulevard

Sunrise, FL 33351

14.8 No Third Party Beneficiaries

14.8.1 Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based on this Contract. Nothing herein shall be construed as consent by City to be sued by third parties in any manner arising out of this Contract.

14.9 Preparation of Contract

14.9.1 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14.10 Non-Waiver of Breach

14.10.1 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

14.11 E-Verify – Employment Eligibility

14.11.1 Artist warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Artist has: (1) registered with and use 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 Artist'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.

14.11.2 Artist 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. Artist shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

If City terminates this Contract pursuant to the subsection 14.11.3 above, Artist 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, Artist shall also be liable for any additional costs incurred by City as a result of the termination.

14.12 Foreign Gifts and Contracts

14.12.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Artist 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. Artist represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

14.13 Prohibited Telecommunications Equipment

14.13.1 Artist represents and certifies that Artist and all 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. Artist represents and certifies that Artist and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Contract Term.

14.14 Antitrust Violations

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

time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

14.15 Entities of Foreign Concern

14.15.1 The provisions of this section apply only if Artist or any of Artist's Subcontractors will have access to an individual's personal identifying information under this Contract. Artist represents and certifies: (i) Artist 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 Artist; and (iii) Artist 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, Artist and any Subcontractor that will have access to personal identifying information shall submit to the City an executed 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. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14.16 Human Trafficking

14.16.1 Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, attached as Exhibit "B", Artist represents and warrants that it does not use coercion for labor or services as provided by state law.

ARTICLE XV

WAIVER OF JURY TRIAL

15.1 City and Artist hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the performance of the Artwork, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

ARTICLE XVI

FORMS

16.1 The following forms are attached hereto as Attachments and are incorporated into this Contract and shall be used as applicable:

Sculpture Rendering (also part of the Final Proposal) – Exhibit “A”
Human Trafficking Affidavit – Exhibit “B”
Certificate of Substantial Completion – Attachment ‘1’
Waiver and Release of Lien Upon Final Payment – Attachment ‘2’

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

CITY OF SUNRISE

By:_____

Print: _____

Title: City Manager

Date: _____

Approved as to Form and Legal Sufficiency for the City:

By:_____
Thomas P. Moss, City Attorney

WITNESSES

Michael Pak

Elise Brown

ARTIST

By:_____

Sijia Chen, Principal/Owner

Title

9th day of February, 2026

Silverwater Creative LLC

Printed Name

1243 N Commonwealth Ave

Los Angeles, CA 90029

Address

END OF DOCUMENT

EXHIBIT A

SCULPTURE RENDERING

SPECIFICATIONS

Dimensions:

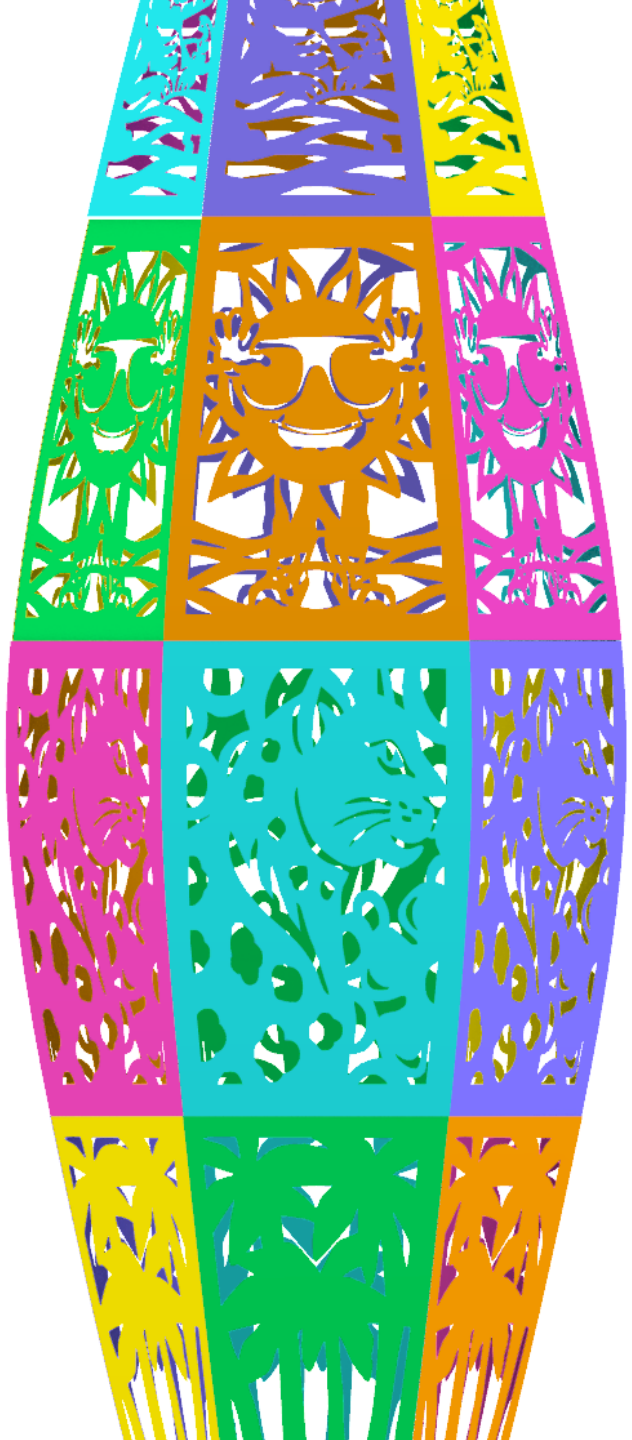
20 feet height

3 to 6.8 feet width

2.6 to 5.9 feet depth

Materials:

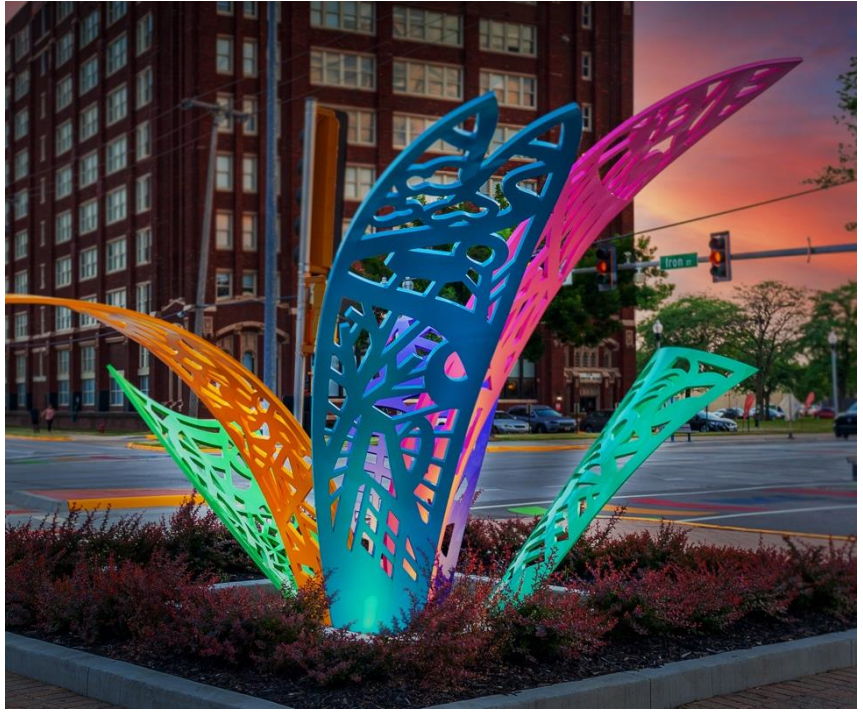
Stainless steel, fluorocarbon paint, anti-graffiti coating, LED lighting fixtures



CITY OF SUNRISE
FLAMINGO LINEAR PARK
FINAL DESIGN PROPOSAL

SIJIA CHEN STUDIO

RECENT PROJECTS



STOP

SWA

CITY HALL

CREATIVE PRINCIPLES

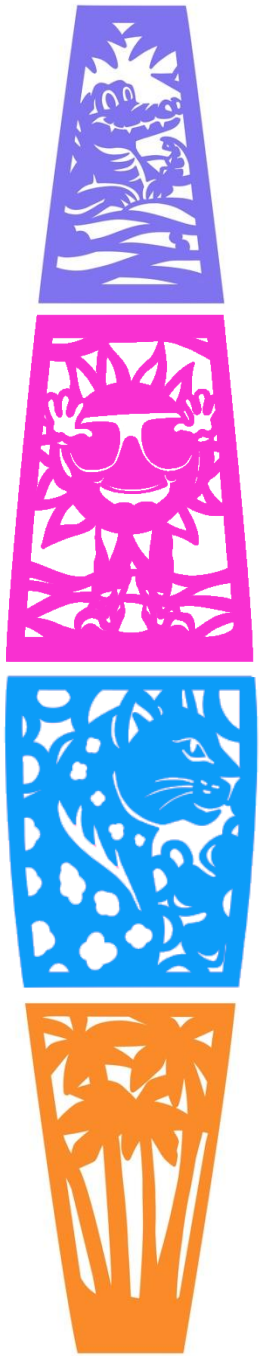
- A vibrant landmark for Flamingo Linear Park
- A beacon of color and light, visible day and night
- An artwork rooted in Florida's nature and spirit
- A source of community pride for Sunrise

INSPIRATION

FLOW

Flow is a representation of the movement and convergence found in Sunrise's commercial and cultural gathering spaces. The form is inspired by the natural cycles of a tide, it is expressing intake and expansion before it releases its energy. The work's color palette and perforations reflects the city's vibrant and rich ecosystem.

Actual photo of a recent Project with same lighting design



Alligator

Smiling “Sunny”

Panther

Palm Trees

SPECIFICATIONS

Dimensions:

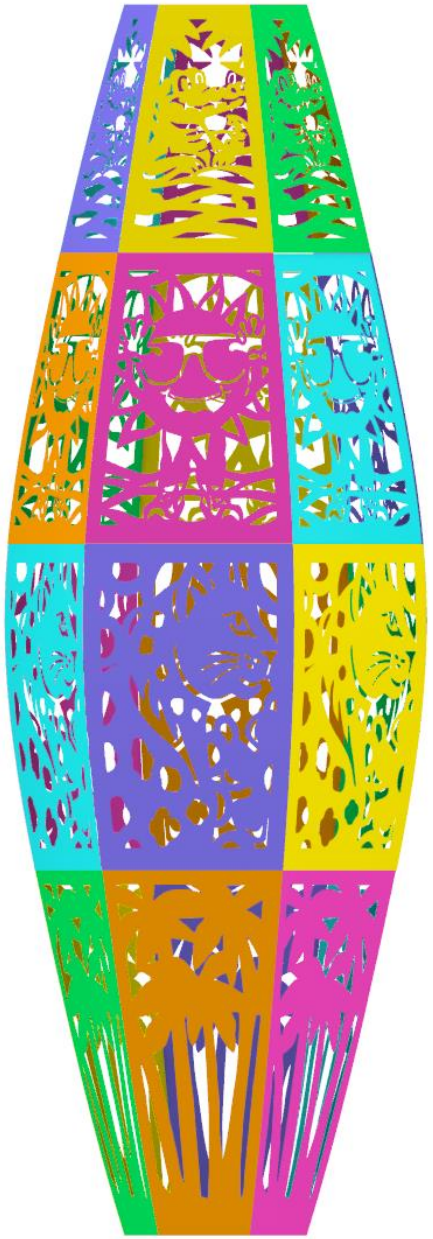
20 feet height

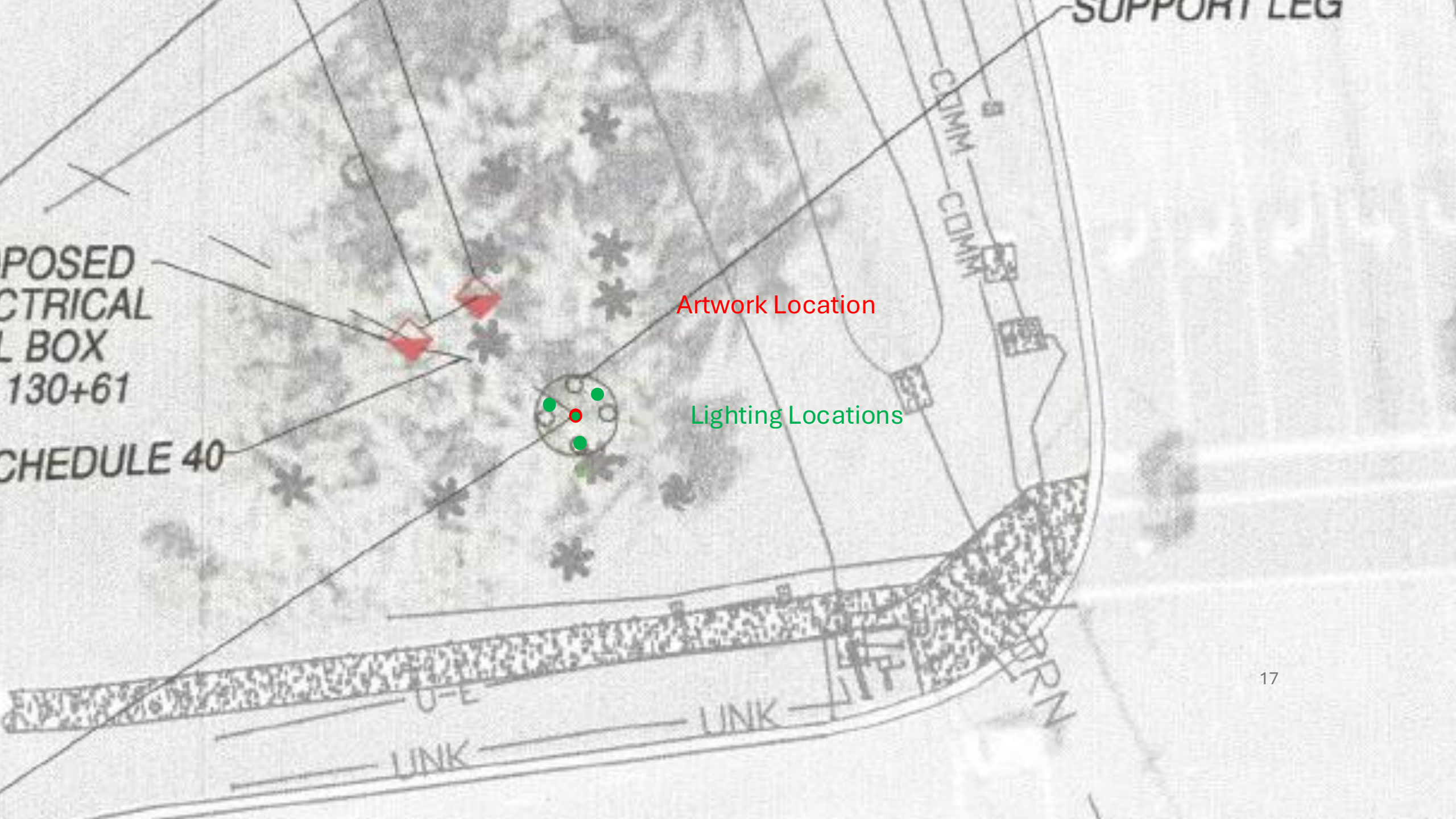
3 to 6.8 feet width

2.6 to 5.9 feet depth

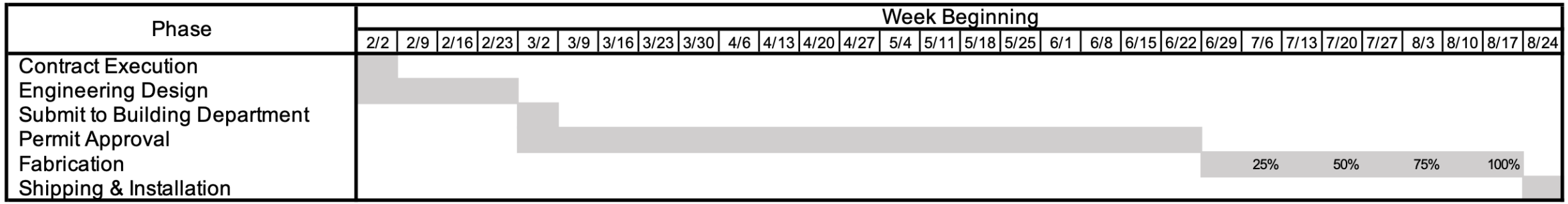
Materials:

Stainless steel, fluorocarbon paint, anti-graffiti coating, LED lighting fixtures




SUPPORT LEG
COMM
COMM
POSED
CTRICAL
L BOX
130+61
CHEDULE 40
Artwork Location
Lighting Locations
UNK
UNK

PROJECT TIMELINE



PROJECT ITEMIZED BUDGET

Description	Amount
Design, Machining, Tooling, and Fabrication Labor	$65,000
Materials & Lighting	$28,000
Shipping, Installation Costs	$10,000
Engineering Review & Permits	$9,000
Travel, Insurance, Administrative Costs	$1,000
Artist Fee	$30,000
TOTAL	**$143,000**

LIGHTING FIXTURES

SATCO | NUVO

65-543

LED WATT/CCT SELECTABLE FLOOD

GENERAL SPECIFICATIONS

Fixture Type:	Flood Light
Finish:	Bronze
Wattage:	100W/125W/150W
Lumen Output:	12000L-21000L
Material:	Die-Cast Aluminum
IP Rating:	IP66

50,000 HOURS · CCT · WET LOCATION · DLC PREMIUM · FC · RoHS COMPLIANT

TECHNICAL SPECIFICATIONS

Technology:	LED
Wattage:	100W/125W/150W
Lumen Output:	12000L-21000L
Color Temperature:	3000K/4000K/5000K
CRI:	80+CRI
Voltage:	120V-347V
Power Factor:	>0.9
Beam Angle:	150x140D
Rated Hours:	50000H
Operating Temperature:	-30C (-22F) to +45C (+113F)
Dimmable:	Yes-Dimmable
Dimming Function:	0-10V Dimming Only
Sensor:	Has Photocell
Lens Material:	Tempered Glass
Surge Protection:	Built-in surge protection - 6KV
Weight:	4.74
IP Rating:	IP66

THANK YOU

SIJIA CHEN STUDIO

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4F **Meeting Date:** 2/24/2026

City Reference Number (C#): C26038

Item Description:

A Resolution of the City of Sunrise, Florida, approving a Design Proposals for the Flamingo Linear Park Signature Sculptures Project; approving a "Contract for Commission and Purchase of Public Art between the City of Sunrise, Florida and MGA Sculpture Studio LLC;" and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
325.66.75.519.506701 - Sculptures/Artwork
Project #: 006519 - Public Art

Amount:
$150,000.00

ATTACHMENTS:

ATY Resolution - C26038
Art Contract with MGA Studio
MGA Studio - Final Proposal

Background:

In 2022, the City Commission selected two signature sculptures for Flamingo Linear Park and executed a contract with the selected artist. In 2024, the artist breached the agreement, resulting in the City's termination of the contract. Following the termination, staff prepared a new Call-to-Artists to select two replacement signature sculptures.

The new Call-to-Artists was advertised in July 2025 for two large-scale sculptures ranging from 16 to 22 feet in height to be installed within Flamingo Road Linear Park. One sculpture will be located at the southwest corner of Flamingo Road and Oakland Park Boulevard, and the second at the northwest corner of Flamingo Road and Panther Parkway. A total of 110 submittals were received in response to the solicitation.

A Selection Committee comprised of City staff was established to review and evaluate the submittals. The City's public art consultant served as a non-voting subject matter expert and attended the committee meetings. The Selection Committee conducted the review process in two phases. During Phase One, six artists were shortlisted based on experience, credentials, artistic style, and previous work. In Phase Two, each shortlisted artist received a stipend to develop a detailed proposal and present it to the Selection Committee. Final rankings were determined using the following criteria: merit of concept; style and appropriateness; technical considerations and feasibility; safety and maintenance; and diversity.

The Selection Committee unanimously selected artist Mark Aeling of MGA Sculpture Studio. His proposed sculpture, titled "Checkered Flamingo," is a 16-foot-tall painted stainless steel flamingo that reflects the vibrancy and energy of the City while celebrating the Linear Park's namesake. The sculpture is intended to serve as a landmark symbol of connection and place, and will be located at the northwest corner of Flamingo Road and Panther Parkway.

The total cost for the sculpture is $150,000.00, which includes construction documents prepared and signed by a Florida-licensed engineer; permitting fees; all materials and paint for fabrication; lighting for the sculpture; transportation and off-truck loading to the site; installation; coordination of inspections; professional photography for publication and marketing; warranties; liability and other required insurance; and indemnification holding the City of Sunrise harmless from all claims and damages.

The City has already designed and constructed the art pads and provided electrical service to support sculpture lighting. Staff requests that the City Commission approve the selected design proposal by MGA Sculpture Studio LLC, titled "Checkered Flamingo" and approve the attached Agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director

Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A DESIGN PROPOSAL FOR THE FLAMINGO LINEAR PARK SIGNATURE SCULPTURES PROJECT; APPROVING A "CONTRACT FOR COMMISSION AND PURCHASE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND MGA SCULPTURE STUDIO, LLC"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise issued a Call-to-Artists solicitation for the commission of two (2) art sculptures to be placed in the Flamingo Road Linear Park; and

WHEREAS, a Selection Committee evaluated the submittals and selected the top designs for the Flamingo Road and Panther Parkway site and the Flamingo Road and Oakland Park Boulevard site to be approved by the City Commission; and

WHEREAS, the Selection Committee selected the design proposal submitted by MGA Sculpture Studio, LLC, titled "Checkered Flamingo" (Sculpture), for the Flamingo Road and Panther Parkway site; and

WHEREAS, the total cost for the Sculpture is $150,000.00. A contract is necessary to set forth the terms and conditions of the design, fabrication and installation of the Sculpture.

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

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

Section 2. The City Commission hereby approves the design proposal selected by the Selection Committee titled "Checkered Flamingo" for the Flamingo Road and Panther Parkway site. MGA Sculpture Studio, LLC is hereby selected for award of the Flamingo Linear Park Signature Sculptures Project for the Flamingo Road and Panther Parkway site in the amount of $150,000.00, contingent on providing an acceptable Certificate of Insurance and an executed Contract.

Section 3. The City Commission approves the "Contract for Commission and Purchase of Public Art between the City of Sunrise and MGA Sculpture Studio, LLC" (Contract). A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A. The City Manager is authorized to execute the Contract.

Section 4. City staff is hereby authorized to take all actions necessary for the full performance of the Contract.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

CONTRACT FOR COMMISSION AND PURCHASE OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND MGA SCULPTURE STUDIO, LLC

THIS CONTRACT is made and entered into this _____ day of _____, 2026, 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 (hereinafter referred to as the "City") and MGA SCULPTURE STUDIO, LLC a Florida corporation, with offices at 515 22nd Street South, Suite E, St. Petersburg, FL 33712 (hereinafter referred to as the "Artist") for the design and construction of the Flamingo Linear Park Signature Sculpture titled "Checkered Flamingo" (hereinafter referred to as the "Project"), the City and the Artist hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Artist, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Contract, the Specifications, Call to Artists, the Final Proposal which was the Artist's presentation to the Selection Committee including the proposed budget, sculpture description, site plan, and sculpture renderings (collectively referred to as the "Final Proposal"), the Addenda, any Supplemental Conditions, the Purchase Order, all Change Orders and Field Orders issued hereinafter, and any other amendments hereto executed by the parties hereafter.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the City and the Artist with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Artist.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Artist.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Artwork, as that term is defined in Paragraph 2.1 below. Any Artwork that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Artist for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Artist shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Artist may discover with respect to these documents before proceeding with the affected Artwork. The issuance, or the express or implied approval by the City of the Contract Documents shall not relieve the Artist of the continuing duties imposed hereby, nor shall any such approval be evidence of the Artist's compliance with this Contract.

1.5.8 In the event of any conflict in the Contract Documents, the following documents shall take precedence in the following order of precedence:

(a) any Change Orders;

(b) the Addenda;
(c) the Contract;
(d) any Supplemental Conditions;
(e) the Purchase Order;
(f) the Final Proposal; and
(g) the Call to Artists

As between numbers and scaled measurements on the Final Proposal the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Final Proposal, shall control the Artist in dividing the Artwork or in establishing the extent or scope of the Artwork to be performed by a Subcontractor, as defined in Paragraph 9.1.1 below.

1.5.10 Whenever the word "days" is used, it shall mean calendar days and not working days unless otherwise specified. Whenever the term "business days" is used it shall mean any day except any Saturday, any Sunday or any day which is a holiday that is recognized by the City of Sunrise.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the City. The Artist shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Artist use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.7 Public Records Law

1.7.1 The Artist 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 Artist and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Artist shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Artist does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Artist or keep and maintain public records required by the City to

perform the service. If the Artist transfers all public records to the City upon completion of the Contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the Contract, the Artist 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 Artist 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 Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE ARTIST 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).

1.8 Compliance with Laws

1.8.1 Artist and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act (ADA), 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Artist shall determine whether it is required to obtain a certificate of authorization to transact business in Florida from the Florida Department of State, Division of Corporations.

1.8.2 ADA Compliance

Upon request, Artist will provide the City with any accessibility testing results and written documentation verifying accessibility for documents delivered by the Artist to the City, as well as promptly respond to and resolve accessibility complaints.

1.9 Electronic Recordkeeping

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

ARTICLE II

THE ARTWORK

2.1 The term "Artwork" shall mean whatever is done by or required of the Artist to perform and complete its duties under this Contract, including the following: completion of the Project as proposed in the Final Proposal; furnishing of any required insurance; and the provision or furnishing of labor, administration, management, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, power, permits and licenses required of the Artist to complete this Contract. The Artist will be responsible for hiring an engineer to ensure that the sculpture meets the structural capacity of the previously designed and permitted foundation for the concrete pad located at the Flamingo Linear Park on Oakland Park Boulevard and Panther Parkway. The structural parameters of the concrete slabs will be provided by the City. The City recognizes that during the sculpture's permitting process, the Artist's engineer and/or the City's Building Department may require structural changes to the approved sculpture rendering to account for and provide for the structural parameters of the concrete slab(s) and/or requirements of the FL Building Code. If any modifications to the approved sculpture rendering, which is part of the Final Proposal and shown in Exhibit A, are required, the Artist shall send a letter to the Contract Administrator detailing the requested modifications and provide a revised sculpture rendering showing the requested change. Any such changes to the sculpture shall not be considered accepted unless approved in writing by the City's Contract Administrator.

Fabrication of the sculpture described below shall not commence until permit review is completed. The Artwork to be performed by the Artist is generally described as follows:

The Artwork to be performed under this Contract includes, but is not limited to: the design, materials, structural engineering, permitting, fabrication, construction, delivery and installation of one (1) sculpture project that will be located at the Flamingo Linear Park called "Checkered Flamingo" (referred to as the "Sculpture") together with a public lecture (if requested by the City), meetings with City staff and consultants, and all services, labor, supplies, materials and equipment necessary for the completion of the Sculpture as shown and specified in the Final Proposal.

2.2 The Sculpture shall be durable and require minimal ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with intense sun and seasonal heavy rain. Problems with rust and fading shall be avoided. The Sculpture shall be designed and constructed in accordance with the Florida Building Code.

2.3 The Artist shall provide and install the lighting fixtures consistent with the Final Proposal and the City shall provide electrical service and conduit to the Project site.

2.4 The Artist shall secure any and all required licenses, permits, approvals and other legal authorizations at the Artist's expense necessary for the fabrication and

installation of the Sculpture at the Project site, including but not limited to written approval from the City certifying structural compliance of the Sculpture with applicable building codes.

2.5 Once the Sculpture has been fabricated, Artist shall submit a report to the City, accompanied by photographs or other acceptable documentation substantiating that the fabrication has been completed in accordance with the Final Proposal. The report shall include plans for installation and a description of all activities requiring coordination with the City.

2.6 The Artist shall not perform operations of any nature on, over or across property owned or leased by third parties, except such operations as are specifically authorized in plans or specifications and as authorized by the City.

2.7 Delivery and installation of the Sculpture shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.

2.8 Except as set forth below, the risk of destruction or damage to the Sculpture or any part thereof shall be borne by the Artist until written acceptance by the City. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, rebuild, repair and restore damage to any portion of the Sculpture until written acceptance of the Project by the City. Notwithstanding the foregoing, after delivery of the Sculpture to the Project site and during installation and until final acceptance of the Project by the City as installed, the Artist shall not be responsible for the cost of repair for any damage caused by job-site Artists or Subcontractors hired by City or otherwise not under the Artist's control or supervision or in the event of vandalism or natural disasters resulting in damage to the Sculpture.

2.9 Upon completion of the Project the Artist shall provide and submit all information on the Sculpture as may be requested by the City for its files, including but not limited to certificate of substantial completion, releases and waivers of lien from subcontractors, evidence of approval inspections, building permit card, notarized warranty/transfer of title, technical and maintenance information, "As Built" drawings, photographs, plans, all required warranties as may be applicable, for use in maintaining and repairing the Sculpture, information regarding copyright of the Sculpture by the Artist, updated biographical information, and a statement regarding the Project. Artist will provide City a Maintenance Guide including instructions for LEDs and repainting procedures to assist the City.

2.10 The Artist shall perform all of the Artwork required, implied or reasonably inferable from this Contract.

2.11 Substitutions: Unless expressly permitted or allowed by the Contract Documents, substitutions of materials, articles, systems, equipment, or other components of the Artwork will not be considered. Where substitutions or approved equals are expressly

permitted or allowed by the Contract Documents, the Artist must demonstrate to the City that a proposed substitution is equal in substance, quality and function to the material, article, or piece of equipment identified in the Contract Documents. The City shall have no obligation to accept a proposed substitution and no substitution shall be allowed without the prior written approval from the City. If the substitution results in a savings to the Artist, the City shall be entitled to a credit for the amount saved as a result of the substitution. Requests for substitutions and approved equals must be submitted to the City for evaluation no later than 14 days after issuance of the Notice of Award.

ARTICLE III

CONTRACT TIME

3.1 Time

3.1.1 The City shall notify the Artist in writing of the date on which the Artwork shall begin ("the Notice to Proceed Date"). The Artist shall commence the Artwork on the Notice to Proceed Date and carry on the Artwork regularly and without interruption. The **Artist shall achieve Substantial Completion of the Artwork** no later than two hundred and eighty **(280) calendar days** after the Notice to Proceed Date. If there are delays that are outside of the Artist's control, such as permitting delays attributed to the City, the Artist can request additional time and the City will not unreasonably deny the request. The number of calendar days from the Notice to Proceed Date, through the date set forth for Substantial Completion, shall constitute the "Contract Time." The Artist shall furthermore achieve Final Completion of the Artwork no later than **SIXTY (60) calendar days** after date of Substantial Completion.

3.2 Notice to Proceed Date

3.2.1 Once the Notice to Proceed Date has been established, the Artist shall be responsible for the timely and successful completion of the Artwork and shall endeavor to provide all applicable agencies having jurisdiction with all the required documentation needed to successfully and timely continue the progress of the Artwork This may include but is not limited to providing all necessary documentation in the form of shop drawings, clarifications, calculations, technical data, protocols, product approvals, etc.

3.2.2 Under no circumstances will the City accept claims or be responsible for delays arising from failed, unsuccessful, untimely or late inspections or rejections of inspected Artwork due to the fault of the Artist for not supplying all of the necessary documentation in the forms required or requested by the Building Official or the City's Engineer.

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Artwork when the Sculpture is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use of the Sculpture and can utilize the Sculpture for its intended purpose. A prerequisite for the achievement of Substantial Completion is the receipt by the City of any and all authorizations required for by any governmental or regulatory authority. Achievement of Substantial Completion must meet the requirements specified in Section 5.4.

3.4 Time is of the Essence

3.4.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The City shall pay, and the Artist shall accept, as full and complete payment for all of the Artwork required herein, the fixed sum of **One Hundred and Fifty Thousand Dollars ($150,000).** The sum set forth in this Subparagraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 The City shall pay the Contract Price to the Artist as provided below.

5.1.2 Progress Payments -- Based upon the Artist's Applications for Payment submitted to the City and the City's approval of such Applications the City shall make progress payments to the Artist on account of the Contract Price according to the following schedule:

20% ($30,000) upon Notice to Proceed and a purchase order issued by the City and the Artist's submission to the City of: (a) a copy of its certificate of authorization to transact business in Florida issued by the Florida Department of State, and (b) proof of all insurance required herein

20% ($30,000) upon the date on which the Artist notifies the City that the Artwork is 25% complete. For the avoidance of doubt, 25% completion is defined as 50% cut and surfaced with 25% assembled. The Artist shall provide photographs to verify the progress. In addition to photographs the City may elect to inspect the progress in-person.

20% ($30,000) upon the date on which the Artist notifies the City that the Artwork is 50% complete. For the avoidance of doubt, 50% completion is defined as 100% cut 75% surfaces 50% assembled. The Artist shall provide photographs to verify the progress. In addition to photographs the City may elect to inspect the progress in-person

20% ($30,000) upon the date on which the Artist notifies the City that the Artwork is 75% complete. For the avoidance of doubt, 75% completion is defined as 100% surfaced 75% assembled. The Artist shall provide photographs to verify the progress. In addition to photographs the City may elect to inspect the progress in-person

20% ($30,000) within thirty (30) days of final acceptance of the Artwork by the City and the Artist's submission of a Final Invoice, Warranty of Title, and all additional documentation required under the post installation requirements set forth in Section 2.9 of this Agreement, to the City.

5.1.3 The Artist shall submit an Application for Payment to the City's Representative identified in Section 8.1 for each stage of completion set forth in Section 5.1.2, along with supporting photographs. Submission of the photographs as required herein shall be a condition precedent for payment to the Artist. Such Application for Payment shall be signed by the Artist and shall constitute the Artist's representation that the Artwork has progressed to the level for which payment is requested, that the Artwork has been properly performed in full accordance with this Contract, and that the Artist knows of no reason why payment should not be made as requested. Thereafter, the City will review the Application for Payment and may also review the Artwork at its place of fabrication, the Project site, or elsewhere to determine whether the quantity and quality of the Artwork is as represented in the Application for Payment and is as required by this Contract. The City, in its sole discretion, may require the Artist to meet and confer with the City with respect to said Application for Payment prior to any approval of same. The City shall make partial payments on account of the Contract Price to the Artist within twenty-five (25) days following the City's approval of each Application for Payment. The amount of each partial payment shall be the amount approved for payment by the City less such amounts, if any, otherwise owing by the Artist to the City or which the City shall have the right to withhold as authorized by this Contract. The City's approval of an Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Subparagraph 5.2 below.

5.1.4 The Artist warrants that title to all Artwork covered by an Application for Payment will pass to the City no later than the time of payment. The Artist further warrants that upon submittal of an Application for Payment, all Artwork for which payments have been received from the City shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Artist or any other person or entity whatsoever.

5.1.5 The Artist shall promptly pay each Subcontractor out of the amount paid to the Artist on account of such Subcontractor's work, the amount to which such Subcontractor is entitled.

5.1.6 No progress payment, nor any use or of the Project by the City, shall be interpreted to constitute an acceptance of any Artwork not in strict accordance with this Contract.

5.2 Withheld Payment

5.2.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Artist, to protect the City from loss because of:

(a) defective Artwork not remedied by the Artist nor, in the opinion of the City, likely to be remedied by the Artist;

(b) modifications to the sculpture during the design, permitting or fabrication process that are inconsistent with the approved sculpture renderings as shown in Exhibit A, that have not been approved in writing by the Contract Administrator;

(b) claims of third parties against the City or the City's property;

(c) failure by the Artist to pay Subcontractors or others in a prompt and proper fashion. However, notwithstanding the foregoing, and provisions of Section 255.05(11), Florida Statutes, the parties hereby agree that the City may condition its payment to the Artist on the production of a release, waiver, or like documentation from a Subcontractor or others demonstrating that the Subcontractor or others do not have an outstanding claim for payments due on labor, services or materials furnished under the Contract. In the event the City requires such documentation, the provisions of the Local Government Prompt Payment Act (Sections 218.70 through 218.80, Florida Statutes) shall be suspended until such time as the City obtains the requested documentation;

(d) evidence that the balance of the Artwork cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Artwork will not be completed in the time required for Substantial or Final Completion;

(f) persistent failure to carry out the Artwork in accordance with the Contract;

(g) damage to the City or a third party to whom the City is, or may be, liable;

(h) failure to comply with 5.1.3 of this Section; or

(i) any and all sums or obligations owed by the Artist to the City under this Contract or any other agreement between City and Artist.

In the event that the City makes written demand upon the Artist for amounts previously paid by the City as contemplated in this Subparagraph 5.2.1, the Artist shall comply with such demand within ten (10) days of receipt of same.

5.3 Unexcused Failure to Pay. If within twenty-five (25) days after the date established herein for payment to the Artist by the City, the City, without cause or basis hereunder, fails to pay the Artist any amount then due and payable to the Artist, then the Artist may after ten (10) additional days' written notice to the City and without prejudice to any other available rights or remedies it may have, stop the Artwork until payment of those amounts due from the City have been received. Any payment not made within twenty-five (25) days after the date due shall bear interest at the City's investment earnings rate from the Florida State Board of Administration.

5.4 Substantial Completion. When the Artist believes the Artwork is substantially complete, the Artist shall submit a letter to the City stating that the Project is substantially complete and including a list of items to be completed or corrected. The City will inspect the Artwork and may supplement the list of items to be completed or corrected in the event the Artist has omitted any incomplete or defective Artwork. When the City, determines the Artwork is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Artist for Project security, maintenance, utilities, damage to the Artwork, and insurance, and shall fix the time within which the Artist shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Artwork. The Certificate of Substantial Completion shall be submitted to the City and the Artist for their written acceptance of the responsibilities assigned to them in such certificate. If the City determines that the Artwork is not substantially complete, the City shall notify the Artist in writing within two (2) business days after the inspection. If the City is unable to issue its Certificate of Substantial Completion and is required to repeat its inspection of the Artwork, the Artist shall bear the cost of such repeat inspection(s), which cost may be deducted by the City from the Artist's next pay application. The Artist is responsible for all Project security, maintenance, damage to the Artwork, and insurance until issuance of the Certificate of Substantial Completion.

5.5 Completion and Final Payment

5.5.1 When all of the Artwork is finally complete and the Artist is ready for a final inspection, it shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Artwork and, if the Artwork is complete in full accordance with this Contract and this Contract has been fully performed, the Artist shall be entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is

required to repeat its final inspection of the Artwork, the Artist shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Artist's final payment.

5.5.1.1 When the City reasonably believes that Final Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Artist an amount then believed by the City to be adequate to offset such delays. City is authorized to deduct from and offset against any and all payments or amounts otherwise due Artist under this Contract or any other agreement between City and Artist an amount equal to any and all sums or obligations owed by Artist to the City under any such agreement between City and Artist.

5.5.2 As a condition precedent to final payment to the Artist, the Artist shall deliver to the City the following documents in a form acceptable to the City; a final receipt and release of the City; the Artist's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Artwork for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Artist and of any and all other parties required by the City; a duly executed assignment of any and all warranties required by the Contract Documents; any and all manuals required by the Contract Documents; any and all manuals relating to Project materials or Project maintenance; and all as-built drawings required by the Contract Documents. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Artist shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 As a further condition precedent to final payment, the Artist shall furnish to the City a complete and comprehensive set of as-built drawings as required in the Contract Documents; said as-built drawings are to be submitted electronically in PDF format , and the City and the Artist agree and acknowledge that the Contract Price includes all cost and expense associated with the production of said as-built drawings.

5.5.4 The City shall make final payment of all sums due the Artist within twenty-five (25) days of the City's final inspection of the Artwork.

5.5.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Artist except for those claims previously made in writing against the City by the Artist, pending at the time of final payment, and identified in writing by the Artist as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 Information, Services and Items Required from City

6.1.1 The "City" -- The City of Sunrise, as represented by the City Commission and its designees which is the owner of this Project.

6.1.2 The Community Development Department: Building Division -- The Building Division is the City's Division responsible for assuring compliance with applicable regulations and the Florida Building Code as required. The Building Division is responsible for issuing permits, reviews, inspections, Certificates of Completion and any other actions as described to be the responsibility of the Building Official under the Florida Building Code. The Building Division is also responsible for the enforcement of other state, federal and county regulations which may fall under the jurisdiction of the Building Official.

6.1.3 The Community Development Department: Engineering Division -- The City's Engineering Division is the City's Division responsible for issuing permits, reviews, inspections and any other actions necessary for the enforcement of the City's Ordinances affecting the site, drainage, zoning, water, sewer, irrigation and distribution lines and coverage, paving, traffic, landscaping, and irrigation. The Engineering Division issues Final Inspection Approvals for the Artwork reviewed and inspected under the Engineering Division's permitted portion of the project's Artwork. The City's Engineering Division assures compliance with roads, drainage, landscaping, irrigation, and appearance of the site.

6.1.4 The Artist is responsible for paying for all design, testing, permitting, and inspection fees associated with the sculpture.

6.1.5 The City shall furnish the Artist, free of charge, two (2) copies of the Contract Documents for execution of the Artwork. The Artist will be charged and shall pay the City **FIFTY Dollars ($50.00)** per additional set of Contract Documents which it may require.

6.2 Right to Stop Artwork

6.2.1 If the Artist persistently fails or refuses to perform the Artwork in accordance with this Contract, the City shall have the right, but not an obligation, to order the Artist to stop the Artwork, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Artwork be resumed. In such event, the Artist shall immediately obey such order. A stop Artwork directive provided under this paragraph shall not entitle the Artist to an extension of the completion date.

6.3 City's Right to Perform Artwork

6.3.1 If the Artist's Artwork is stopped by the City under Paragraph 6.2, or if the Artist persistently fails or refuses to perform the Artwork in accordance with this Contract, and the Artist fails prior to 5:00 p.m. three (3) days after such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Artist, proceed to carry out the subject Artwork. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of

correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Artist shall pay the difference to the City.

6.4 Inspections

6.4.1 No inspector shall have authority to waive any requirements of the Contract Documents. Any failure or omission on the part of any inspector or any agent of the City, to condemn any defective Artwork or material shall not release the Artist from its obligations to install the Artwork free from faults and defects and to promptly remove and repair any defective or deficient Artwork. The Artist hereby acknowledges and agrees that no inspector shall have authority to:

(a) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(b) Undertake any of the responsibilities of the Artist, Subcontractors or Artist's superintendent;

(c) Expedite the Artwork for the Artist;

(d) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(e) Advise on or issue directions as to safety precautions and programs in connection with the Artwork. Provided however, this shall not preclude the City inspector from notifying the Artist of any hazardous or dangerous condition; or

(f) Participate in specialized field or laboratory tests.

6.5 Coordination and Scheduling of Artwork

6.5.1 The Artist shall cooperate with the City and any separate Artists retained by the City, and the Artist shall carefully coordinate and schedule the Artwork as may be required to accommodate without delay or interference the Artwork of the City or any of its separate Artists.

6.6 Artist Responsible for Delays

6.6.1 The Artist shall be responsible for any damages caused to the City as a result of any delays caused by the Artist.

6.7 City's Right to Use

6.7.1 The City reserves the right to use any part of the Project when same is Substantially Complete. It is expressly agreed, however, that partial use of any part of the Project does not activate any warranty obligations of the Artist and any warranties which contain time limitations shall commence on the date of Final Completion unless otherwise expressly specified in the Contract Documents.

6.8 Removal of Sculptures

City has the right to remove and discard the Sculpture in its sole discretion. In the event City discards the Sculpture, City will make reasonable attempt to notify Artist at their current email address mark@mgasculpture.com prior to discarding the Sculpture to allow Artist an opportunity to reclaim the Sculpture at Artist's sole expense. If City notifies Artist as set forth herein, Artist shall have whatever time provided by the City to take possession of the Sculpture, but in no event shall Artist be provided more than thirty (30) days. Notwithstanding the foregoing, Artist acknowledges and agrees that circumstances may exist whereby it is impractical for City to provide notice of its intent to discard the Sculpture and therefore such notice is not promised or guaranteed by the City. Artist specifically acknowledges and agrees that City is not and shall not be liable for any damages, losses, payments, or other penalty based on City's discarding of the Sculpture, City's failure to notify Artist of the discarding of the Sculpture, or any other act or omission related to or arising out of the removing or discarding of the Sculpture.

ARTICLE VII

THE ARTIST

7.1 Artist's Representative

The Artist's Representative for this Project is Mark Aeling, 515 22nd St S, unit E Saint Petersburg, FL 33712, (727)327-3473, mark@mgasculpture.com. The Artist's Representative is designated as the Artist's designated representative for purposes of any and all written or verbal communications between the parties. The Artist shall notify the City of any change to the Artist's Representative.

7.2 The Artist is again reminded of its continuing duty set forth in Subparagraph 1.5.7. If the Artist performs any of the Artwork knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City the Artist shall bear responsibility for such performance and shall bear the cost of correction.

7.3 The Artist shall perform the Artwork strictly in accordance with this Contract. The Artist shall also be responsible for all cutting, fitting or patching incidental to the Artwork not identified on the Final Proposal to provide a professional, complete, and functional Project.

7.4 Artist's Professional Standard

7.4.1 City's engagement of the Artist is based upon the Artist's representations to the City that:

(a) Artist has carefully reviewed all Contract Documents prior to signing this Contract.

(b) Artist is an organization experienced in, and qualified, willing and able to provide construction of the nature and type necessary to perform the Artwork;

(c) Artist is authorized to conduct business in the State of Florida and the City of Sunrise; and

(d) Artist shall furnish labor, material, equipment and services (i) which expeditiously, economically and properly complete the Artwork in the manner most consistent with the Owner's interests and objectives, (ii) in accordance with the Contract Documents, and (iii) in accordance with the highest standards currently practiced by persons and entities performing comparable labor, material, equipment and services on projects of similar size and complexity.

7.4.2 The Artist shall administer, manage, supervise and direct the Artwork using the Artist's best skill, effort and attention. The Artist shall be responsible to the City for any and all acts or omissions of the Artist, its employees and others engaged in the Artwork on behalf of the Artist.

7.5 Artist's Warranties and Representations

7.5.1 The Artist warrants to the City that all labor furnished to progress the Artwork under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Artwork will be of good quality, free from faults and defects and in strict conformance with this Contract for a period of three (3) years from the Final Completion date unless a longer warranty period is a requirement of the drawings and/or specification for either individual elements of the Project or the entire Project. All Artwork not conforming to these requirements may be considered defective. The Artist will, at its own expense, remedy any defects due to faulty workmanship or materials that arise within such warranty period.

7.5.2 The Artist represents and warrants to the City that the Sculpture will not contain sharp points or edges which may pose a danger to the public and agrees to cooperate in making or permitting adjustments to the Sculpture if necessary to eliminate any sharp points or edges which become apparent within one (1) year of the date of Final Completion.

7.5.3 The Artist represents and warrants to the City that the Sculpture are solely the result of the Artistic efforts of the Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.

7.5.4 The personal skill, judgment and creativity of the Artist are essential elements of this Contract. Therefore, although the parties recognize that the Artist may employ qualified personnel to Artwork under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative or Artistic portions of the Project to a person other than the Artist without the prior written consent of the City.

7.5.5. The Artist represents and warrants to the City that the Sculpture will be unique and that the Sculpture does not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate work of art consisting of the same design and dimensions as the Sculpture for placement anywhere in the State of Florida. For the purposes of this warranty, if the dimensions and style of another work of art exceeds 75% of the dimensions of the commissioned Sculpture, the other works of art shall be deemed to be of the same dimensions as the commissioned Sculpture. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.

7.5.6 Any warranty required or received from a Subcontractor, manufacturer, or supplier is herein assigned by the Artist to the City effective immediately upon issuance of the fully executed Certificate of Substantial Completion. Furthermore, the Artist agrees to supply to the City the originals of all such warranties where same are in writing, and further agrees to execute, if requested by the City, separate assignments of warranty on a form furnished by the City.

7.6 The Artist shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Artwork save and except as set forth in Subparagraph 6.1.4 hereinabove. The Artist shall comply with all lawful requirements applicable to the Artwork and shall give and maintain any and all notices required by applicable law pertaining to the Artwork.

7.7 Supervision

7.7.1 Key administrative, managerial and supervisory personnel assigned by the Artist to this Project are as follows:

Name	**Function**
George Retkes of Autonomy, LLC	Assisting with fabrication

The Artist shall furnish to the City complete resumes of each of the individuals named above. So long as the individuals named above remain actively employed or retained by the Artist, they shall perform the functions indicated next to their names unless the City agrees to the

contrary in writing or unless the City requests the removal of any such individual from the Project. In the event the City requests the removal of any of the individuals named above, the Artist shall immediately comply and shall immediately replace such individual with a qualified substitute to whom the City makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Artist shall be bound by the provisions of this Subparagraph 7.7.1 as though such individuals had been listed above.

7.8 Schedule. The Artist, within fifteen (15) days of commencing the Artwork, shall submit to the City for their information the Artist's schedule for completing the Artwork. The Artist's schedule shall be revised by the Artist and provided to the City each time a change to the schedule occurs to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished as soon as the Artist encounters a change, upon request by the City, and with each Application for Payment. Failure by the Artist to strictly comply with the provisions of this Paragraph 7.8 shall constitute an incomplete Application for Payment and subject to rejection by the City.

7.9 Cleaning the Site and the Project. The Artist shall keep the Project site reasonably clean during installation of the Sculpture, shall remove debris, trash and garbage from the site daily and allow no accumulation of debris, garbage or trash on the site. Upon final installation of the Sculpture, the Artist shall clean the site and remove all waste, together with all of the Artist's property therefrom.

7.10 Access to Artwork. The City and representatives of any authorities having jurisdiction over the Artwork shall have access to the Artwork at all times during hours of operation 10am to 5pm or otherwise agreed from commencement of the Artwork through Final Completion. The Artist shall take whatever steps necessary to provide access when requested.

7.11 Safety. The Artist shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Artwork and all other persons who may be affected thereby; the Artwork and materials and equipment to be incorporated therein; and all other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Artist shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same; this requirement includes, but is not limited to, the United States Occupational Safety and Health Act and the Florida Trench Safety Act, Florida Statute § 553.60.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Artist agrees to indemnify, defend and hold harmless the City, 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 installation or correction of faulty workmanship or materials to the Artwork 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, or patents, copyrights, intellectual property right violations, and (2) are caused by the negligent acts, errors, or omissions of the Artist or Artist's Subcontractor(s). The City reserves the right, but not the obligation, to participate in the defense without relieving Artist of any obligation hereunder.

7.13 Intellectual Property Rights and Ownership

7.13.1 Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending City funds shall be vested in the City, which shall obtain title to each work of art including the Sculpture. Additionally, all proposals, drawings, photographs, shop drawings, plans, materials and specifications shall become the property of the City upon completion of the Project, and shall be delivered to the City prior to completion of the Contract. Title to the Sculpture shall pass to the City upon written notice to the Artist of final acceptance of the Artwork and complete payment to the Artist under this Contract. The Artist shall provide the City a Transfer of Title to the Sculptures in a form approved by the City.

7.13.2 It is expressly understood and agreed that the Artist retains: (1) all right, title and interest in all intellectual property associated with the Sculpture, including but not limited to all rights to the design of the Sculptures; (2) all rights to all copyrights with respect to the Sculptures under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, including all moral rights; (3) Artist retains rights to use photographs of the Sculpture for their portfolio and social media. and (4) all rights expressly granted in this Contract.

7.13.3 The Artist hereby grants the City the sole and exclusive right to display the Sculpture, and two-dimensional reproductions of the Sculpture, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Sculpture and such reproductions to others with authority to display them publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Sculptures in a three-dimensional form. Further, as the Sculpture shall be unique and shall constitute the Artistic expression of the Artist, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the Sculptures, with the exception of any model(s) used in the process of creating the Sculpture for the City, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from making two-dimensional reproductions of the Sculpture for any purpose or from creating future works of art in the Artist's manner and style of Artistic expression for any purpose.

7.13.4 The City may use photographs and other two-dimensional reproductions of the

Sculpture for educational, public relations, arts promotional, non-commercial purposes. For the purposes of this Contract, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the Sculpture under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.

7.13.5 All references to the Sculpture and all reproductions of the Sculpture shall credit the Sculpture to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.

7.13.6 The Artist agrees that all formal references to the Sculpture and noncommercial reproductions of the Sculpture under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Sunrise, Florida."

7.13.7 The Artist also shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Sculptures and the transfer of title to the Sculptures to the City. The City shall use its best efforts to arrange for publicity for the completed Sculptures in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation. The Artist shall be entitled to be reimbursed by the City for travel and expenses for the Artist for such events in accordance with the City's standard travel policies and procedures.

7.13.8 The Artist may, as part of this Contract, be requested by the City with reasonable advance notice to discuss the Sculpture with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the parties in writing. The Artist shall be entitled to be reimbursed by the City for travel and expenses for such events in accordance with the City's standard travel policies and procedures.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 The City's Representative

8.1.1 The City's Representative for this Project is Danielle Lima, 10770 W. Oakland Park Blvd., Sunrise, FL 33351, (954)746-3432, DaLima@SunriseFL.gov. In the event the

City should find it necessary or convenient to replace the City's Representative the City shall retain a replacement Representative and the status of the replacement Representative shall be that of the former Representative.

8.2 City's Representative's Administration

8.2.1 The City's Representative, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the City's Representative as set forth in this Contract. The City's Representative shall be the City's representative from the effective date of this Contract until final payment has been made. The City's Representative shall be authorized to act on behalf of the City only to the extent provided in this Contract.

8.2.2 The City and the Artist shall communicate with each other in the first instance through the City's Representative, who shall be the City's designated representative for the receipt of any such communications, or copies of same. The City reserves the right to change the City's Representative upon written notice to the Artist.

8.3 Claims by the Artist

8.3.1 Except as prohibited in Paragraph 8.3.5.1 herein below, all Artist claims shall be initiated by written notice and claim to the City, as applicable.

Such written notice and claim must be furnished within three (3) days after occurrence of the event, or the first appearance of the condition giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Artist, the Artist shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Artist in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the City and the Artist.

8.3.3 Claims for Concealed and Unknown Conditions -- Should concealed and unknown conditions encountered in the performance of the Artwork (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Artwork of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within three (3) days after the first observance of the condition. As a condition precedent to the City having any liability to the Artist for concealed or unknown conditions, the Artist must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Artist to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Artist of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 Claims for Additional Costs -- Except as prohibited in Paragraph 8.3.5 below, if the Artist wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Artist shall give the City written notice of such claim within three (3) days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. Such written notice shall be given by the Artist before proceeding to execute any additional or changed Artwork. The failure by the Artist to give such notice and to give such notice prior to executing the Artwork shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Artist against the City for compensation in excess of the Contract Price, any liability of the City for the Artist's cost shall be strictly limited to direct costs incurred by the Artist. Direct costs do not include the Artist's home office overhead, loss of efficiency, consequential damages of the Artist, or equipment costs in excess of actual equipment rental paid by the Artist to a third party. The City shall not be liable to the Artist for claims of third parties, including Subcontractors, unless and until liability of the Artist has been established therefore in a court of competent jurisdiction.

8.3.5 Claims for Additional Time -- If the Artist is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Artwork, unusual delay in transportation, named tropical storms and hurricanes, rain events that continue for more three consecutive days, fire or any causes beyond the Artist's reasonable control, then the date for achieving Substantial Completion of the Artwork shall be extended upon the written notice and claim of the Artist to the City for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Artist shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Artist's basis for requiring additional time in which to complete the Project. Said claim shall specifically include, among other things, an adjusted critical path (CPM) schedule reflecting precisely the delay and its claimed impact upon the Artist's future performance. In the event the delay to the Artist is a continuing one, only one notice and claim for additional time shall be necessary. If the Artist fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.5.1 In no event, and under no circumstances, shall the Contract Sum be increased for, nor shall the Artist claim, recover, or receive payment for, any cost, expense, damages, or compensation of any kind by reason of any delay to the Project, whether critical or non-critical, and whether caused in whole or in part by the City. The Artist shall not be entitled to any direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

It is further agreed that such direct costs do include the Artist's home office overhead, loss of efficiency, consequential damages, or equipment costs in excess of actual equipment rental paid by the Artist to a third party. The Artist's sole and exclusive remedy for delay, hindrance, and disruption shall be an extension of the Contract Time provided a claim for same is made and is allowable pursuant to the provisions of Paragraph 8.3.5 hereinabove.

8.4 Field Orders

8.4.1 The City shall have authority to order minor changes in the Artwork not involving a change in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by Field Order and shall be binding upon the Artist. The Artist shall carry out such Field Orders promptly.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Artist to perform a portion of the Artwork.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract the Artist shall furnish the City, in writing, the names of persons or entities proposed by the Artist to act as a Subcontractor on the Project. The City shall promptly reply to the Artist, in writing, stating any objections the City may have to such proposed Subcontractor. The Artist shall not enter into a Subcontract with a proposed Subcontractor if the City has made a timely objection. The Artist shall not be required to subcontract with any party to whom the Artist has objection.

9.2.2 All subcontracts shall afford the Artist rights against the Subcontractor which correspond to those rights afforded to the City against the Artist herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

ARTICLE X

CHANGES IN THE ARTWORK

10.1 Any change proposed by the Artist in the scope, design, color, size, material or texture of the Sculpture as depicted in the Final Proposal and in the sculpture rendering included in Exhibit A shall be presented to the City's Contract Administrator for approval in writing prior to implementation. Neither acceptance of a permit application by the City, nor approval or issuance of a building or other permit by the City, shall constitute the required written approval of any change proposed by the Artist. Any change shall be evidenced by

the execution of a written amendment or change order to this Contract signed by both parties. Changes in the Artwork shall be performed under applicable provisions of this Contract and the Artist shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Artist executed by the City issued after execution of this Contract, authorizing and directing a change in the Artwork or an adjustment to the Contract Time, or any combination thereof. The Contract Time may be changed only by Change Order.

10.3 Minor Changes

10.3.1 The City shall have authority to order minor changes in the Artwork not involving an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Artist. The Artist shall promptly carry out such written Field Orders as described in Section 8.4.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Artist shall constitute conclusive evidence of the Artist's agreement to the ordered changes in the Artwork, this Contract as thus amended, and the Contract Time. The Artist, by executing the Change Order, waives and forever releases any claim against the City for additional time for matters relating to or arising out of or resulting from the Artwork included within or affected by the executed Change Order.

10.5 Emergency Change Orders

10.5.1 In an emergency which presents immediate danger to person or property, the City's designated representative may order a change in the Artwork which shall be documented no later than 5:00 p.m. three (3) business days after the inception of said emergency in accordance with the Change Order requirements of Article X of this Contract.

ARTICLE XI

CORRECTING ARTWORK

11.1 Correcting Artwork

11.1.1 The Artist shall immediately proceed to correct Artwork rejected by the City as defective or failing to conform to this Contract. The Artist shall pay all costs and expenses associated with correcting such rejected Artwork, including any additional testing and

inspections, and reimbursement to the City for services and expenses made necessary thereby.

11.1.2 If within three (3) years after Final Completion of the Artwork any of the Artwork is found to be defective or not in accordance with this Contract, the Artist shall correct such non-conforming portion(s) of the Artwork promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. If the Artist makes any corrections to non-conforming portions of the Artwork during this three (3)-year period, the Artist shall remain obligated to make further corrections to such corrected portions of the Artwork for a new three (3)-year period beginning on the date the corrections were accepted by the City. The new three (3)-year correction period shall apply only to those specific portions of the Artwork that were corrected by the Artist. With respect to Artwork completed after Final Completion, this three (3)-year obligation to correct defective or non-conforming Artwork shall be extended by the period of time which elapses between Final Completion and acceptance of the Artwork by the City.

11.1.3 Nothing contained in this Paragraph 11.1 shall establish any period of limitation with respect to other obligations which the Artist has under this Contract. Establishment of the three-year time period in Subparagraph 11.1.2 relates only to the duty of the Artist to specifically correct the Artwork. Damage to Artwork by acts of god or third-parties after the Final Completion and acceptance by City shall not be the responsibility of Artist.

11.2 The City May Accept Defective or Non-conforming Artwork

11.2.1 If the City chooses to accept defective or non-conforming Artwork, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Artwork, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or non-conforming Artwork.

If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Artwork, the Artist shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or non-conforming Artwork.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Artist

12.1.1 If the Artwork is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Artist or any person or entity working directly or indirectly for the Artist, the Artist may, upon twenty (20) days' written notice to the City terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Artist for all Artwork performed to the termination date.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Artist for a period of thirty (30) days after receiving written notice from the Artist of its intent to terminate hereunder, the Artist may terminate performance under this Contract by written notice to the City. In such event, the Artist shall be entitled to recover from the City as though the City had terminated the Artist's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Artist for convenience. The City shall give written notice of such termination to the Artist specifying when termination becomes effective.

12.2.1.2 The Artist shall incur no further obligations in connection with the Artwork and the Artist shall stop Artwork when such termination becomes effective. The Artist shall also terminate outstanding orders and subcontracts. The Artist shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Artist to assign the Artist's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Artist shall transfer title and deliver to the City such completed or partially completed Artwork and materials, equipment, parts, fixtures, information and Contract rights as the Artist has.

12.2.1.4

(a) The Artist shall submit a termination claim to the City specifying the amounts due because of the termination for convenience. If the Artist fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Artist, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Artist may agree to the compensation, if any, due to the Artist hereunder.

(c) Absent agreement to the amount due to the Artist, the City shall pay the Artist the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Artwork, and in terminating the Artist's performance, plus a fair and reasonable allowance for overhead in the amount of seven percent (7%) of the Artist's direct costs, and a reasonable allowance for profit in the amount of five percent (5%) of the Artist's direct costs (such profit shall not include anticipated profit or consequential damages); and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Artist would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Artist under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Artist refuses or fails to prosecute the Artwork in a timely manner, supply enough properly skilled workers, administrative, managerial and supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Artist, without prejudice to any other right or remedy, terminate the Contract and take possession of the Project site and of all materials purchased by the Artist for the project, and may finish the Artwork by whatever methods it may deem expedient. In such case, the Artist shall not be entitled to receive any further payment until the Artwork is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Artwork, such excess shall be paid to the Artist. If such costs exceed the unpaid balance, the Artist shall pay the difference to the City. The city and the artist shall get a minimum of 2 quotes for the remaining work. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a

Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Artist agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of the Artwork under this Project, insurance coverages, limits, and endorsements as required herein. The Artist agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Artist under this Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Artist. In the event the Artist subcontracts or hires a contractor or Subcontractor to install the Sculpture, the Artist shall require the same insurance requirements herein be maintained by the Artist's contractor or Subcontractor.

13.2 Commercial General Liability. The Artist 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. The Artist agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Artists, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds. If rigging or crane operations are necessary, then Commercial General Liability shall also include an endorsement for Riggers Liability, or similar endorsement, providing property damage to that is part of your Artwork when such property damage is caused by any rigging or crane operations.

13.3 Business Automobile Liability. Artist 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 Artist does not own automobiles, Artist 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.

13.4 Worker's Compensation & Employer's Liability. Artist agrees to maintain Worker's Compensation & Employers Liability Insurance in accordance with Florida Statutes Chapter 440.

13.5 Additional Insured Endorsement. Artist agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, 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 Artists endorsement, including the additional endorsement

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

13.6 Waiver of Subrogation. Artist agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Artist to enter into a pre-loss agreement to waive subrogation without an endorsement, then Artist 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 Artist enter into such an agreement on a pre-loss basis.

13.7 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.

13.8 Certificate(s) of Insurance. Artist 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 Artist's insurer. If the Artist 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, Artist 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
Purchasing Office
Attn: Procurement Manager
10770 W. Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
Fax (954) 572-2278

Copy to:

City of Sunrise
Risk Management Division
Attn: Risk Manager
10770 W. Oakland Park Blvd, 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

13.9 Other Terms. City shall have the right, but not the obligation, of prohibiting Artist from entering the Project site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Artist agrees the City reserves the right to withhold payment to Artist until evidence of reinstated or replacement coverage is provided to the City. If the Artist fails to maintain the insurance as set forth herein, the Artist agrees the City shall have the right, but not the obligation, to purchase replacement insurance,

which the Artist agrees to reimburse any premiums or expenses incurred by the City.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law/Jurisdiction/Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Except as set forth in Article 7, should the parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida.

14.2 Successors and Assigns

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

14.3 Non-Discrimination

14.3.1 The Artist warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

14.4 Discriminatory Vendor List

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

14.5 Public Entity Crimes

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

14.6 Scrutinized Company

14.6.1 Pursuant to Section 287.135, Florida Statutes, Artist 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.

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

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

14.7 Notice

14.7.1 In order for a notice to a party to be effective under this Contract, 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 Artist, to: Mark Aeling
515 22nd St S, unit E
Saint Petersburg, FL 33712

If to City, to: Danielle Lima
Economic Development Director

City Manager's Office – 5th Floor
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office – 4th Floor
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

14.8 No Third Party Beneficiaries

14.8.1 Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based on this Contract. Nothing herein shall be construed as consent by City to be sued by third parties in any manner arising out of this Contract.

14.9 Preparation of Contract

14.9.1 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14.10 Non-Waiver of Breach

14.10.1 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

14.11 E-Verify – Employment Eligibility

14.11.1 Artist warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Artist has: (1) registered with and use 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 Artist'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.

14.11.2 Artist 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. Artist shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

If City terminates this Contract pursuant to the subsection 14.11.3 above, Artist 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, Artist shall also be liable for any additional costs incurred by City as a result of the termination.

14.12 Foreign Gifts and Contracts

14.12.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Artist 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. Artist represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

14.13 Prohibited Telecommunications Equipment

14.13.1 Artist represents and certifies that Artist and all 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. Artist represents and certifies that Artist and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Contract Term.

14.14 Antitrust Violations

14.14.1 Artist has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator

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

14.15 Entities of Foreign Concern

14.15.1 The provisions of this section apply only if Artist or any of Artist's Subcontractors will have access to an individual's personal identifying information under this Contract. Artist represents and certifies: (i) Artist 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 Artist; and (iii) Artist 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, Artist and any Subcontractor that will have access to personal identifying information shall submit to the City an executed 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. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14.16 Human Trafficking

14.16.1 Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, attached as Exhibit "B", Artist represents and warrants that it does not use coercion for labor or services as provided by state law.

ARTICLE XV

WAIVER OF JURY TRIAL

15.1 City and Artist hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the

performance of the Artwork, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

ARTICLE XVI

FORMS

16.1 The following forms are attached hereto as Attachments and are incorporated into this Contract and shall be used as applicable:

Sculpture Rendering (also part of the Final Proposal) – Exhibit "A"
Human Trafficking Affidavit – Exhibit "B"
Certificate of Substantial Completion – Attachment '1'
Waiver and Release of Lien Upon Final Payment – Attachment '2'

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

CITY OF SUNRISE

By:_____

Print: _____

Title: City Manager

Date: _____

Approved as to Form and Legal Sufficiency for the City:

By:_____
Thomas P. Moss, City Attorney

WITNESSES

George Reikes

Ashley Rivers

ARTIST

By: _____

Owner
Title

10th day of February, 2026

Mark Aeling
Printed Name

515 22nd St. S.
Unit E,
St. Petersburg, FL 33712
Address

END OF DOCUMENT

EXHIBIT A

SCULPTURE RENDERING

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

CITY OF SUNRISE FLORIDA

FLAMINGO LINEAR PARK

SCULPTURE PROPOSAL

M·G·A SCULPTURE STUDIO

DESIGN.
FABRICATION.
INSTALLATION.
ALL IN-HOUSE.

MGA Sculpture Studio is a full-service sculpture studio based in a 5,000 sq ft facility in St. Petersburg, FL.

Specializing in large-scale metal sculptures, the studio creates impactful public art installations and bespoke commissions with artistic vision and technical precision.

With a talented team of artists and fabricators, MGA transforms spaces through dynamic and innovative artworks, characterized by attention to detail, creative use of materials, and a commitment to enhancing public appreciation for art.

CONVOCATION, 2024

Stainless Steel

40’ eagle wing comprised of 2,000 hand-formed stainless steel birds affixed to an internal frame.

Located in El Paso, Texas.

M·G·A
SCULPTURE
STUDIO

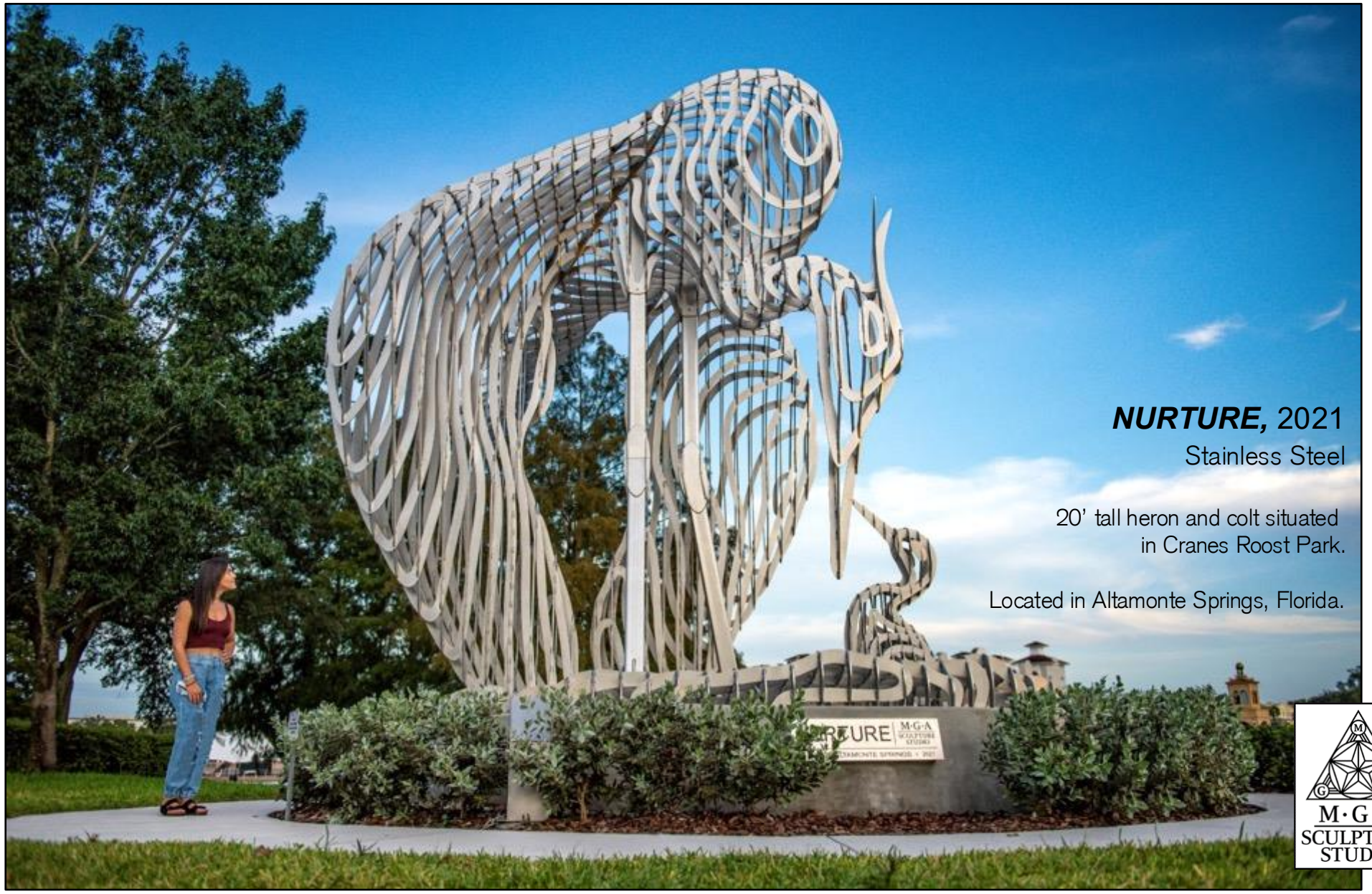
***SOURCE,** 2023*

Stainless Steel

25’ tall water droplet for Water Operations Facility #4.

Located in Charlotte, NC.

M·G·A
SCULPTURE STUDIO


NURTURE, 2021
Stainless Steel
20’ tall heron and colt situated
in Cranes Roost Park.
Located in Altamonte Springs, Florida.
M·G·A
SCULPTURE
STUDIO

ARTIST STATEMENT

THE FLAMINGO is a large-scale sculpture that celebrates balance, color, and movement within the landscape of Flamingo Linear Park. Thei bold checkerboard pattern and vivid pink palette create a striking contrast against the surrounding greenery, bringing energy and playfulness to the site while honoring the park's namesake.

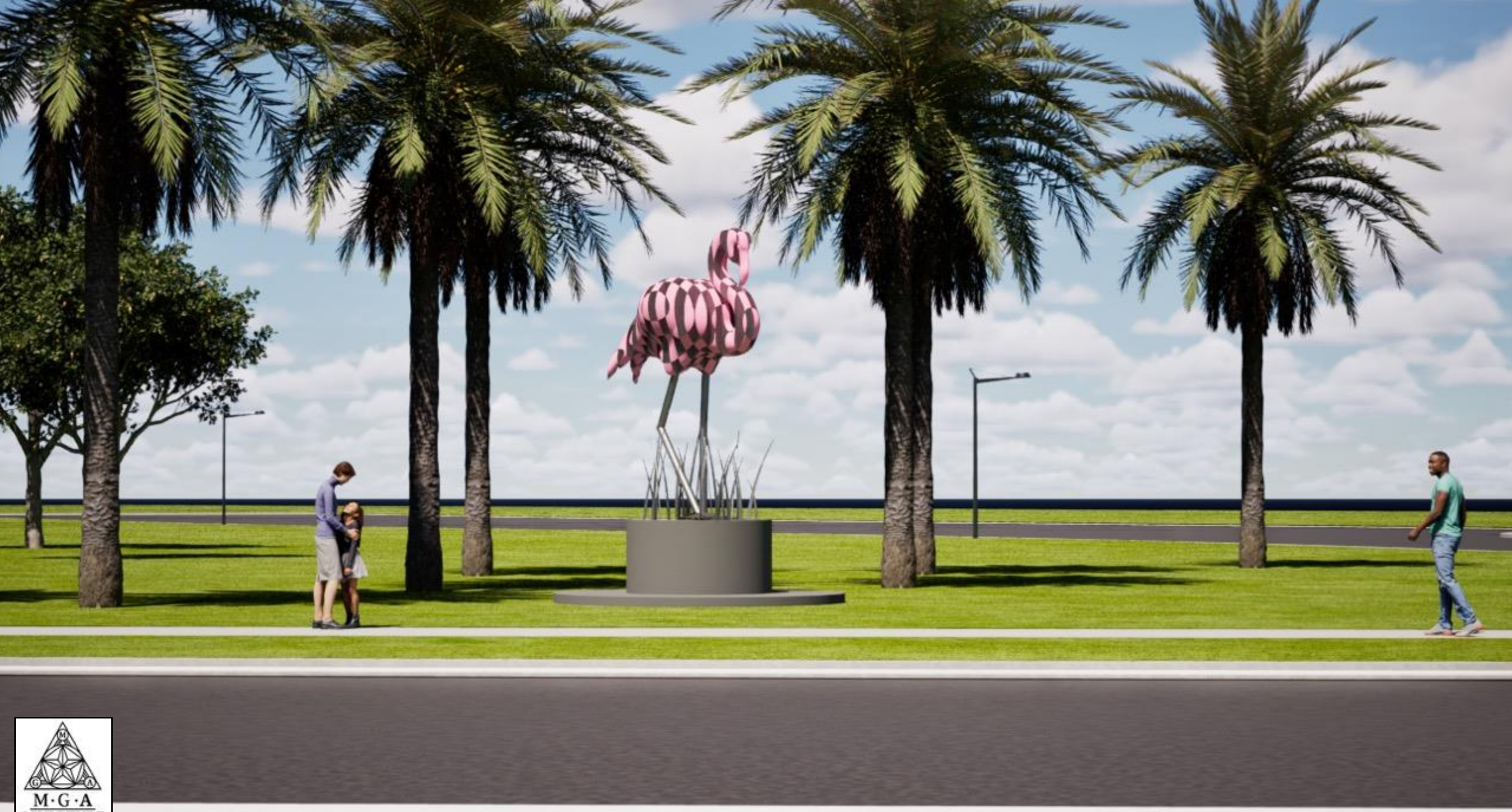
DIMENSIONS

9’ x 5’ x 16’ TALL

~3,300 LBS

M·G·A
SCULPTURE
STUDIO

M·G·A
SCULPTURE
STUDIO



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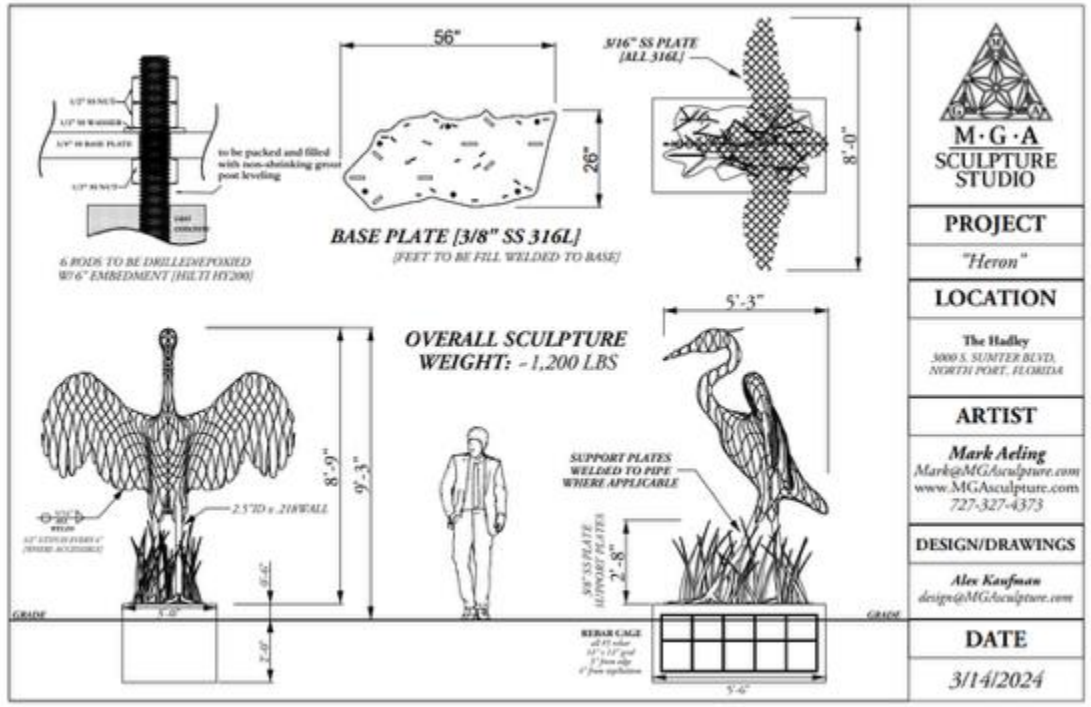
STUDIO

FEASABILITY STATEMENT

We have created many sculptures in Florida throughout the years.

We have used this style extensively, with a similar crane sculpture being produced last year.

Our stamped engineer is *John Orlando, P.E.*



PAINT

The vivid color of *The Flamingos* will be achieved using one of the most advanced coating technologies available today—the Tnemec high-performance paint system. Though more costly than conventional options, this system is engineered for exceptional durability, color retention, and UV stability in Florida's demanding climate.

Tnemec coatings are widely used on large-scale architectural and civic structures such as water towers, bridges, and sports stadiums across the state—projects that require vibrant color and long-term protection in full sun, heat, and humidity.

Compared to automotive finishes, powder coating, or other commercial paint systems, Tnemec provides superior performance, easier long-term maintenance, and a significantly longer lifespan. The result will be a lasting, brilliant finish that keeps The Flamingos visually striking for decades to come.

MAINTENANCE

The Flamingos will be made of 316L surgical-grade stainless steel, which we have used in all of our recent outdoor sculptures. The design will be cut in-house on our waterjet machine and welded in our 4,000 sq ft fabrication facility. The structure will be engineered for Florida's exterior requirements.

Stainless Steel is a strong and attractive metal that can last indefinitely if maintained properly. We apply an abraded finish to the final sculpture surface, so the final piece will have a beautiful glow without being reflective. We also "passivate" the finished sculpture, which is a process that uses electrical current and mild acid that strips away any free-floating carbon from the welding process. You can expect the sculpture to need a cleaning (scrubbing with a mild acid solution) every couple of years depending on the specifics of its particular environment. This process will remove any surface oxidation that has formed, and this will keep the sculpture in good condition with virtually no other maintenance for many years.

MGA recommends all sculptures be assessed after the first year to determine how weather and specifics of its particular environment are affecting the material and to establish a maintenance schedule.

PROJECT BUDGET		PROJECT TIMELINE
$5,000	CONCEPT DESIGN	
$12,500	ENGINEERING / TECHNICAL DESIGN	3 MONTHS
$24,000	MATERIALS	7 MONTHS
$65,500	FABRICATION	
$3,000	LIGHTING	
$5,000	CONTINGENGY	
$5,000	INSTALLATION	1 MONTH
$30,000	ARTIST FEE [20%]	
$150,000	TOTAL	11 MONTHS

M·G·A
SCULPTURE
STUDIO

M·G·A
SCULPTURE
STUDIO

FINAL THOUGHTS

“A celebration of color, balance, and the spirit of Sunrise”

The Flamingo stand as a symbol of vibrancy and connection—a distinct form within the landscape of Flamingo Linear Park.

Designed and fabricated by a Florida-based studio and team, they reflect the city’s energy, the park’s namesake, and its enduring sense of place.

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4G **Meeting Date:** 2/24/2026

City Reference Number (C#): C26033

Item Description:

A Resolution of The City of Sunrise, Florida, approving a design proposal for the Panthers on The Prowl project; approving an "Agreement for Commission of Public Art between the City of Sunrise, Florida and Jewellery by Nadine LLC"; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
001.49.60.519.506701

Amount:
$1,500.00

ATTACHMENTS:

ATY Resolution - C26033

Final Proposal - Nadine Floyd
Exhibit A - Artist Agreement with Nadine Floyd

Background:
On November 12, 2025, the City Commission approved a $5,000.00 payment to the *Panthers on the Prowl* fundraiser in order to receive a Florida panther sculpture to be mounted and artistically enhanced for display at City Hall. This public art initiative celebrates the Florida Panthers' Stanley Cup Championship while also supporting the City's Public Art Program.

The City invited 34 local South Florida artists to submit artistic design proposals for the panther sculpture, and 16 proposals were received for consideration. A Selection Committee comprised of City staff was convened to review the submissions and select a recommended design for City Commission consideration.

Following review and discussion, the Selection Committee selected Broward County artist Nadine Floyd of Jewellery by Nadine LLC, doing business as Designs by Dini. The proposed design, titled "*Panther Under Glass*" features a vibrant stained-glass mosaic treatment incorporating the warm sunset colors of the Everglades and imagery of native Florida species. The design complements the existing artwork displayed throughout City Hall and is well-suited for an interior exhibition.

The City will compensate the Artist in the amount of $1,500.00 for completion of the artwork.

It is requested that the City Commission approve the selected design proposal by Jewellery by Nadine LLC d/b/a Designs by Dini, titled "*Panther Under Glass*".

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director

Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A DESIGN PROPOSAL FOR THE PANTHERS ON THE PROWL PROJECT; APPROVING AN "AGREEMENT FOR COMMISSION OF PUBLIC ART BETWEEN THE CITY OF SUNRISE, FLORIDA AND JEWELLERY BY NADINE LLC"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2025, the Sunrise City Commission approved a donation to the Panthers on the Prowl fundraiser benefiting the American Cancer Society. As part of the donation, the City of Sunrise received a life-sized panther sculpture to be artistically enhanced and displayed in the City Hall lobby; and

WHEREAS, the City invited 34 local artists to submit design proposals to paint and/or decorate the panther sculpture; and

WHEREAS, a Selection Committee evaluated 16 submittals and selected for City Commission consideration the design proposal submitted by artist Nadine Floyd of Jewellery by Nadine, LLC d/b/a Designs by Dini, titled "Panther Under Glass"; and

WHEREAS, the total cost for the design, creation and installation is $1,500.00. An agreement is necessary to set forth the parties' obligations and responsibilities.

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

Section 1. The City Commission hereby approves the design proposal selected by the Selection Committee titled "Panther Under Glass." Jewellery by Nadine, LLC d/b/a Designs by Dini is hereby selected for award of the Panthers on the Prowl Project in the amount of $1,500.00, contingent on providing an executed Agreement.

Section 2. The City Commission hereby approves the "Agreement for Commission of Public Art between the City of Sunrise, Florida and Jewellery by Nadine LLC" (Agreement). A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The City Manager is hereby authorized to execute the Agreement.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

Bio of Nadine Egan Floyd

Artist Nadine Egan Floyd has worked in oils, acrylic, pastels and other genres, her artistic career has afforded her the opportunity to work in various mediums. She has concentrated a greater portion of her time working in stained glass, mosaic glass, as well as,creating portraits for pets- dogs, cats and most specifically horses.

Since leaving her position as President of The Media Lab, Inc., a video production studio located in the city of Sunrise, of 40 years, she has time to pursue her love of art. Her Gators at Sawgrass Mills Mall in Sunrise, Florida, are still there from her original 2010 “Gaudi Gator” covered in stained glass mosaics, along with the Teacher Appreciation Gator, Santa Gator and the NOSD Gator. Another mosaic piece, a Sailfish, is located in Esplanade Park in Downtown Fort Lauderdale, a ceiling with various tropical fish in mosaics in Sadkin Community Center, Lauderhill as well as mosaic piece at the Pace for Girls in Oakland Park.

Also, many commissions of paintings, glass, fused glass and mosaics.

Nadine majored in fine arts at New Jersey City University, she has won many awards and participated in many juried shows. She is a member of Bonnet House Fine Artists. She has donated to many silent auctions and shares her art as well as her time.

Her website is Designsbydini.com where you can view, after clicking on “Gallery” many more projects in glass and mosaics.

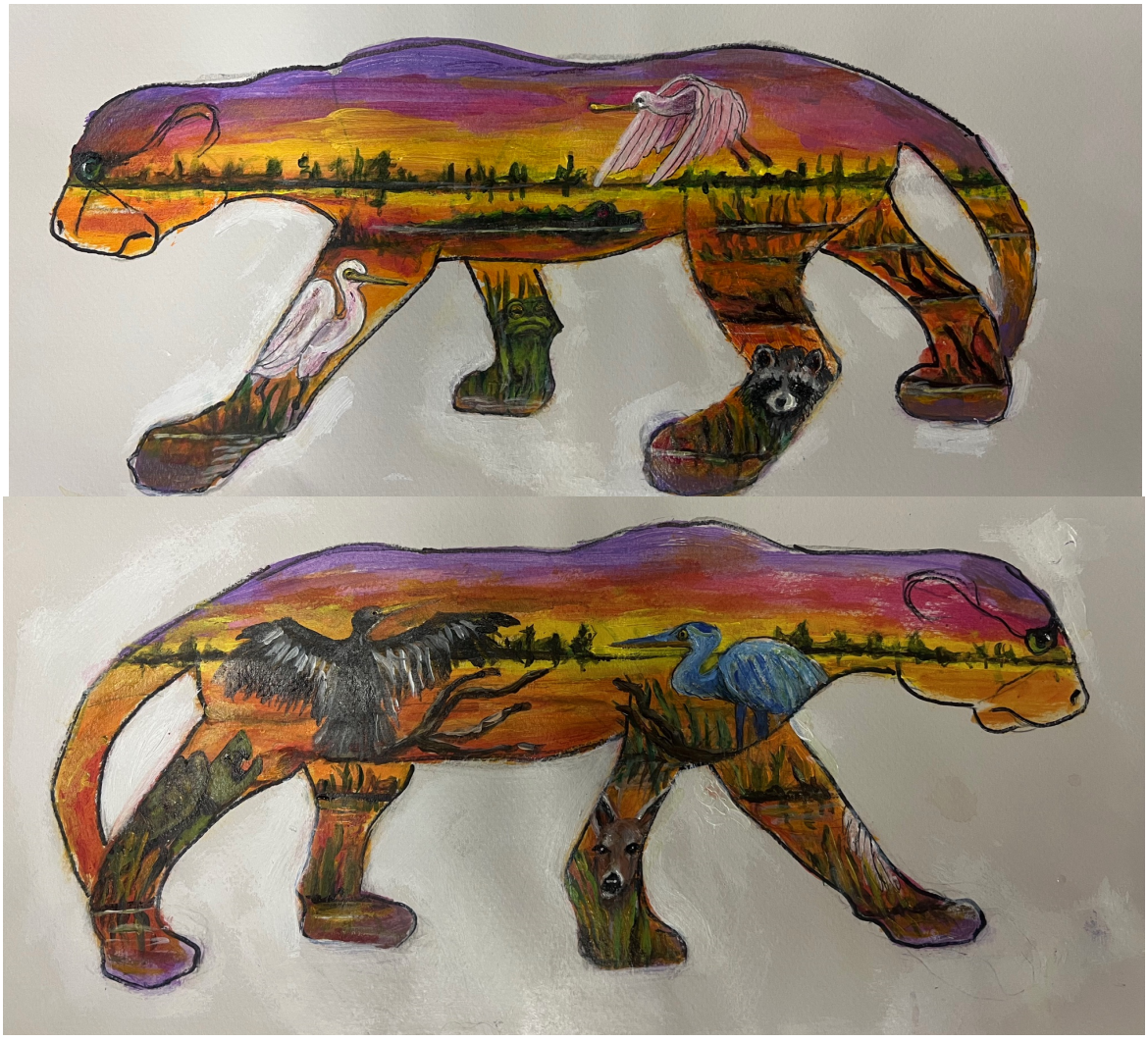
DESIGN CONCEPT

TITLE: “Panther Under Glass”

Since the Panther resides in the everglades and the City of Sunrise abuts the everglades, I wanted to depict the western edge of the city using the sunset colors as well as some of its denizens.

The entire fiberglass panther will be covered in stained glass mosaics, which will give people a sense of our wonderful gift of this fantastic eco-system right in our own backyard.

I depicted in my painting- one side with a flying Roseate Spoonbill, alligator and a tree frog. The sketch also has other images on the bottom, i.e., a snapping turtle, banded water snake, anhinga bird, and the great white egret which will be created on the other side of the panther. These subjects will be adhered to where they will fit in a cohesive picture. The bac kground will be with water and sawgrass. The panther’s eyes will be fused glass. Any and al l of the above can be edited to the City of Sunrise’s suggestions.

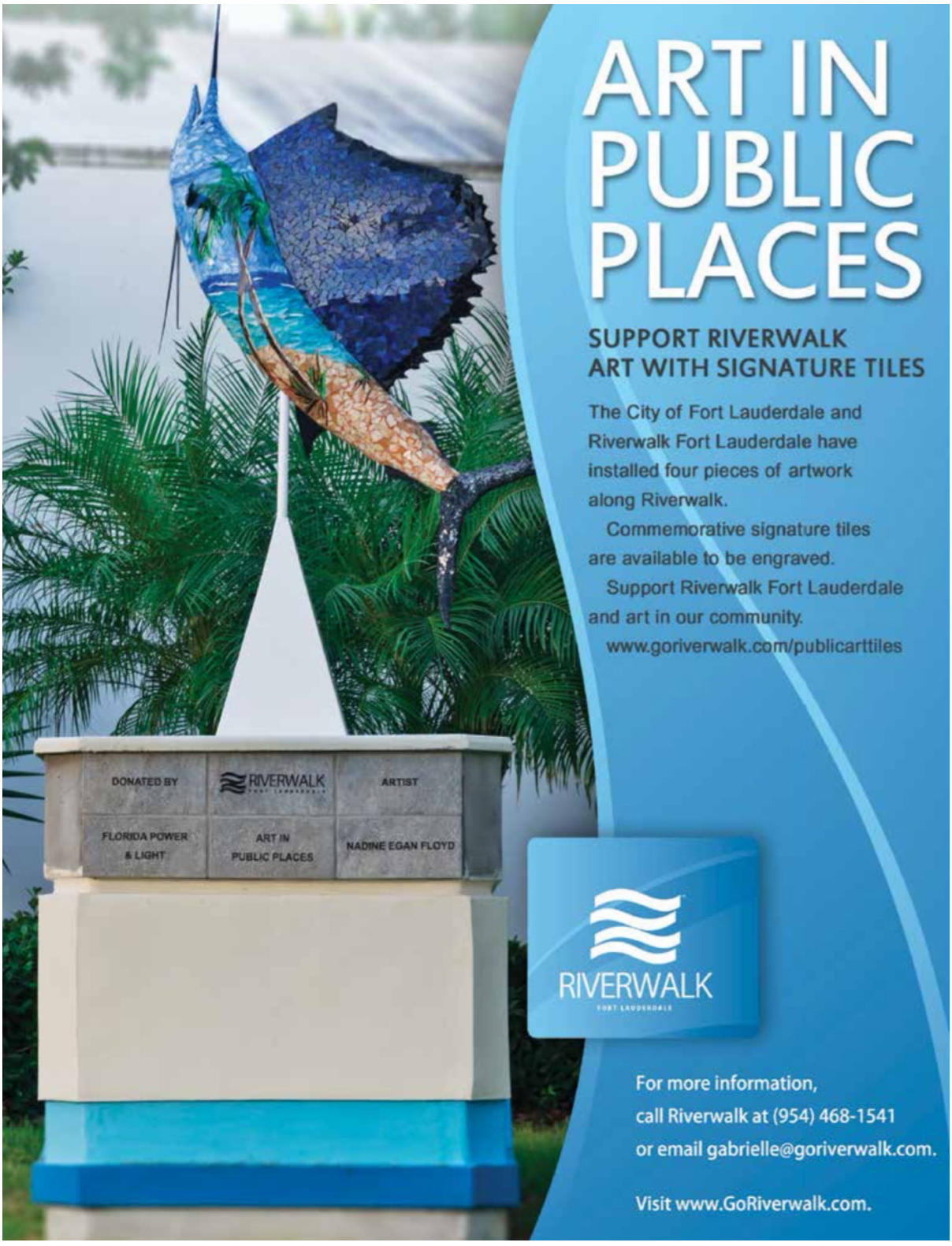


PREVIOUS WORKS

Gaudi Gator, Sawgrass Mills Mall, Sunrise

PREVIOUS WORKS

Sailfish, Esplanade Park, Fort Lauderdale



PREVIOUS WORKS

Mosaic Tree, PACE for Girls, Fort Lauderdale

PREVIOUS WORKS

Tropical Fish Mosaics, Sadkin Community Center, Lauderhill

AGREEMENT FOR COMMISSION OF PUBLIC ART
BETWEEN THE CITY OF SUNRISE, FLORIDA AND JEWELLERY BY NADINE LLC

THIS AGREEMENT, is made and entered into this ___ day of _____, 2026, by and between the City of Sunrise, Florida, a municipal corporation with principal offices located at 10770 W. Oakland Park Blvd., Sunrise, Florida 33351 (City) and Jewellery by Nadine LLC d/b/a Designs by Dini with offices at 10370 SW 50 Street, Cooper City, FL. 33328 (Artist).

WHEREAS, the City sent an invitation to local South Florida artists to submit a proposal to paint and/or decorate a ceramic Panther sculpture that will be located in the City Hall lobby (Site); and

WHEREAS, the City and the Artist wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. The Work

1.1 The Artist shall perform the scope of work under this Agreement as follows:

1.1.1 As used in this Agreement, unless the context otherwise requires: “Artwork” means the work of art consisting of the design and creation of a mosaic on the Panther, as conceived, designed, and installed by the Artist in accordance with the Final Proposal submitted by the Artist as shown in Exhibit A.

1.1.2 The Panther will be covered in stained glass mosaics depicting a sunset scene in the Everglades featuring various native animals.

1.1.3 The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design and creation of the Artwork consistent with the final proposal submitted by the Artist and approved by the City.

1.1.4 Any material change proposed by the Artist to the design of the Artwork, as depicted in the final design proposal set forth in Exhibit A and approved by the City, shall be submitted to the City for written approval prior to implementation.

Article 2. Artist's Representations to City

2.1 The Artist represents and warrants to the City that the creation and installation of the Artwork will be performed in a workmanlike manner and that the Artwork will be free of defects in workmanship. The Artist will, at Artist's own expense,

remedy any defects due to faulty workmanship or materials that arise within a period of three (3) years from the completion date.

2.2 The personal skill, judgment and creativity of the Artist are essential elements of this Agreement. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Artwork without the prior written consent of the City.

2.3 The Artist represents and warrants to the City that the Artwork will be unique and the Artwork does not infringe upon any copyright. The Artist will not create or authorize another to create a duplicate artwork consisting of the same or similar design as the Artwork for placement anywhere in the State of Florida.

2.4 The Artist agrees to communicate and cooperate with the City's Designated Representative, Danielle Lima, Economic Development Director, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-746-3432) or email (dalima@sunrisefl.gov).

Article 3. City's Obligations

3.1 The City shall pay the Artist on a timely basis in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, *et. seq,* and the terms and conditions of this Agreement.

3.2 The City shall not modify, repair or use the Artwork or the Artist's name in any manner that reflects discredit on the Artwork or on the name or reputation of the Artist.

3.3 In view of the parties' intention that the Artwork shall constitute the artistic expression of the Artist and to preserve all right, title and interest in and to any and all intellectual property associated with the Artwork, the City shall not make and shall not permit any third party to make any additional, exact duplicate reproductions of the Artwork, except with the written permission of the Artist. Notwithstanding the foregoing, the City may make and use reproductions of the Artwork with proper attribution to the Artist for non-commercial publicity purposes.

Article 4. Removal by City

The parties agree that removal or destruction of the Artwork may occur. While it is the City's intent to retain and publicly display the Artwork, circumstances may arise that would make it desirable for the City to remove the Artwork from public display. The Artist hereby acknowledges that destruction or modification of the Sculpture may cause the destruction, distortion or mutilation of the Artwork. The Artist hereby acknowledges that the Artwork, when installed, will be the property of the City and agrees that the City shall

have absolute right incidental to its ownership of the Site and the Artwork to remove or replace the Artwork at such times as the City shall deem necessary in order to exercise its powers and responsibilities with respect to the Site.

Article 5. Ownership and Intellectual Property Rights

5.1 Ownership of all art acquired through expending City funds, including the Artwork, shall be vested in the City. Upon final payment, the City shall own the Artwork. Additionally, all proposals, designs, samples and responses to the invitation to local artists submitted by the Artist to the City shall be the property of the City. Prior to the Final Invoice being paid by the City, the Artist shall provide a Transfer of Title to the Artwork in a form approved by the City.

5.2 The Artist retains the copyright to the Artwork.

5.3 Artist hereby waives (1) all proprietary rights to, and ownership of, the Artwork; (2) all claims that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as "VARA") and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the Artwork. Artist hereby grants the City the sole and exclusive right to display the Artwork and agrees she shall not undertake any other public display of the Artwork. The Artist hereby agrees that the City has no duty or obligation to display, preserve, replace, repair or restore the Artwork whether or not the Artwork is damaged or destroyed by any event or occurrence. The Artist further agrees that the City in its sole discretion may alter, modify, remove, replace, destroy or dispose of the Artwork at any time and without notice to Artist.

5.4 The Artist hereby authorizes the City to make photographs and other reproductions of the Artwork for educational, public relations, promotional, and other non-commercial purposes. All references to the Artwork and all reproductions of the Artwork shall credit the Artwork to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.

Article 6. Contract Sum and Payment

The City agrees to pay the Artist one thousand five hundred dollars ($1,500) for work completed under this Agreement. Payment includes all expenses including materials the artist fee and any other related expenses. Payment shall be due in the following manner: Thirty Five percent (35%) of the fixed sum shall be paid to the Artist upon full execution of this Agreement and the balance of the fixed sum shall be paid to the Artist upon completion of the Artwork to the City's satisfaction and Artist's submission of a Final Invoice.

Article 7. Independent Contractor

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Artist is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out his or her activities and responsibilities hereunder provided. The Artist agrees that Artist is a separate and independent enterprise from the City, that Artist had full opportunity to find other business, that Artist has made their own investment in their business, and that Artist will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Artist and the City and the City will not be liable for any obligation incurred by the Artist, including but not limited to unpaid minimum wages and/or overtime premiums.

Article 8. Non-Discrimination

The Artist warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, ethnicity, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

Article 9. Notice

In order for a notice to a party to be effective under this Agreement, notice must be sent via overnight delivery or hand delivery to the addresses listed below and shall be effective upon mailing if sent by 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 Notice section.

If to Artist, to:
Nadine Floyd
10370 SW 50 Street
Cooper City, FL. 33328

If to City, to:
Danielle Lima
Economic Development Director
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

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

Article 10. Term and Termination

This Agreement shall be effective when it is executed by both parties. The Artwork should be completed within sixty (60) days of the Agreement being fully executed. The City's Economic Development Director, in their sole discretion, may extend the term of this Agreement through written notification to the Artist. Such extension shall not exceed thirty (30) days. This Agreement may be terminated by the City for convenience, upon seven (7) days' written notice by the City to the Artist in which event the Artist shall be paid compensation for services performed to termination date, including services reasonably related to termination.

Article 11. Human Trafficking

Pursuant to Section 787.06(14), Florida Statutes., nongovernmental agencies contracting with the City are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, Artist represents and warrants that Artist does not use coercion for labor or services as provided by state law.

Article 12. Public Records

The Artist 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 Artist and the Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Artist 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 Agreement and following completion of the Agreement if the Artist does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Artist or keep and maintain public records required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the Agreement, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the Agreement, the Artist 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 Artist fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Artist fails to provide the public records to the City within a reasonable time, she may be subject to penalties under Section 119.10, Florida Statutes.

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

Article 13. Discriminatory Vendor List

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

Article 14. 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, the Artist certifies that she has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

Article 15. Scrutinized Company

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

Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, the Artist certifies that she 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 she is not engaged in business operations in Cuba or Syria.

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

Article 16. E-Verify - Employment Eligibility

a. The Artist warrants and represents that she complies with Section 448.095, Florida Statutes, as may be amended. The Artist 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 Artist's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

b. The Artist 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. The Artist 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.

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

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

Article 17. 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, the Artist 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. The Artist represents and warrants she has complied with Fla. Stat. §286.101, she has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and she will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

Article 18. Prohibited Telecommunications Equipment

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

Article 19. Antitrust Violations

The Artist 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, Artist 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.

Article 20. Uncontrollable Forces

20.1 Neither the City nor Artist shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

20.2 Neither party shall, however, be excused from performance if remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

Article 21. Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Sunrise in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Should the City terminate this Agreement due to lack of funding, work by Artist which has been completed and stored up to the date of termination shall be paid to Artist based on actual time and materials utilized to that date.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Agreement, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The parties hereby submit to the exclusive jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida with respect to any action or claim arising out of any dispute in connection with this Agreement. Both parties hereby agree to waive a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement.

Article 23. Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other agreement or contract.

Article 24. Compliance with Laws

The Artist 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.

Article 25. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 26. Merger; Amendment

This Agreement constitutes the entire Agreement between Artist and City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both Artist and City.

Article 27. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each

party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Article 28. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Contract may be executed via digital or electronic signatures, all of which shall be considered an original for all purposes.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective on the day and year first written above and executed by the Artist and the City after authorization by the City Commission of the City of Sunrise.

ARTIST: _____

Nadine Floyd

WITNESS: _____

_____

_____

CITY OF SUNRISE, a Florida Municipal Corporation

By: _____
Mark S. Lubelski, City Manager

ATTEST:

_____
Felicia Bravo, CMC City Clerk

SEAL:

Approved as to form and legal sufficiency for the City:

By: _____
Thomas P. Moss, City Attorney

EXHIBIT A

FINAL DESIGN PROPOSAL

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Services

Item Number: 4H **Meeting Date:** 2/24/2026

City Reference Number (C#): C26051

Item Description:

A Resolution of the City of Sunrise, Florida, retaining the services of Nabors Giblin & Nickerson P.A. as Special Counsel to represent the City with regard to Non-Ad Valorem Special Assessment matters; providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
001.14.10.514.503111 - Legal Services

Amount:
Not-to-exceed FY2025/2026 Budgeted Funds

ATTACHMENTS:

ATY Resolution - C26051
Proposal for Legal Services

Background:
The City requires the services of special legal counsel to provide assistance in establishing a non-ad valorem special assessment program for the provision of services and programs related to the Freebee on-demand transportation service. The proposed legal services are limited to the establishment of the non-ad valorem special assessment and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes.

The law firm of Nabors, Giblin & Nickerson, P.A. (Nabors Giblin) has provided the City with high-quality legal representation in land use and other matters since 2010. The firm possesses the experience and expertise necessary to provide legal assistance to the City in special assessment matters.

Approval is requested to retain Nabors, Giblin & Nickerson, P.A. for the services and at the rates set forth in the firm's February 11, 2026 proposal letter, which is attached. The firm's rates are reasonable and competitive and the City has utilized the firm's services successfully for years.

It is requested that the City Commission approve the proposal and authorize the City Attorney to engage Nabors, Giblin & Nickerson, P.A. as legal counsel for special assessment matters. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, competitive procurement is waived for legal services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Thomas P. Moss Phone: (954) 746-3300

Department Head Name and Title:
Thomas P. Moss, City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, RETAINING THE SERVICES OF NABORS, GIBLIN & NICKERSON, P.A. AS SPECIAL COUNSEL TO REPRESENT THE CITY WITH REGARD TO NON-AD VALOREM SPECIAL ASSESSMENT MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires the services of special counsel to provide legal assistance to the City in establishing a non-ad valorem special assessment program for the provision of transportation services, facilities, and programs; and

WHEREAS, the City has utilized the services of Nabors, Giblin & Nickerson, P.A. (Nabors Giblin) as special counsel for land use and other matters since 2010, and the firm possesses the experience and expertise to represent the City in special assessment matters; and

WHEREAS, pursuant to Section 2-272 of the City Code of Ordinances, the City Commission must hire special counsel. Approval is requested to allow the City Attorney to engage the services of Nabors Giblin for special assessment matters.

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

Section 1. The retention of Nabors, Giblin & Nickerson, P.A. as special counsel to provide legal assistance to the City in special assessment matters is hereby approved for the services and at the rates set forth in the firm's proposal (Proposal), a copy of which is attached hereto and made a part of this Resolution as Exhibit A. The City Attorney is hereby authorized to execute the Proposal.

Section 2. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, contractual services for legal representation are exempt from competitive procurement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

SUNRISE
2502 Rocky Point Drive
Suite 1060
Sunrise, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

February 11, 2026

VIA ELECTRONIC TRANSMISSION

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

Re: Proposal for Legal Services Pertaining to Western Sunrise Entertainment District

Dear Mr. Moss:

Pursuant to our discussions, the City has requested assistance in establishing a non-ad valorem assessment program to potentially fund the provision of transportation services, facilities, and programs within the Western Sunrise Entertainment District ("District"). As such, attached you will find a proposal for Nabors, Giblin & Nickerson, P.A. ("NG&N") to provide legal assistance to the City and its rate consultant, Raftelis, in this project. In providing these services, we will consult with you for authorization and direction.

For the professional services and specialized legal assistance contemplated herein and more fully set forth in Appendix A, NG&N will perform the work on an hourly basis at our standard hourly rates as outlined below.

Firm Partners and "Of Counsel"	$350 per hour
Firm Associates	$300 per hour
Paralegals and Law Clerks	$ 90 per hour

In addition to the compensation specified above, expenses incurred which are directly related to the provision of services will be reimbursed, including, but not limited to copy costs, long distance telephone costs, express mail, and on-line research expenses. Travel expenses will be reimbursed in accordance with provisions governing

the travel of public officers and employees contained in Section 112.061, Florida Statutes. NG&N shall provide an itemized statement of legal services rendered and costs incurred on a monthly basis for fees and costs incurred the previous month.

Although we cannot predict the exact number of hours that the development of this program will demand, barring any unusual circumstances, we estimate our scope can be accomplished for a not-to-exceed fee of $24,000. If at any time, we have reason to believe that our hourly efforts will exceed this amount, we will notify the City immediately.

It is proposed that Evan Rosenthal and I will provide these services to the City, but other members of our firm with special expertise will also be available to the City upon request.

The statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that NG&N has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that NG&N is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to NG&N.

IF NG&N HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITYCLERK@SUNRISEFL.GOV OR (954) 746-3333.

NG&N will comply with public records law, and agrees to:

i) Keep and maintain public records required by the City to perform the services.

ii) 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.

iii) 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 Agreement if NG&N does not transfer the records to the City.

iv) Upon completion of the Agreement, transfer at no cost to the City, all public records in possession of NG&N or keep and maintain public records

required by the City to perform the service. If NG&N transfers all public records to the City upon completion of the Agreement, NG&N shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NG&N keeps and maintains public records upon completion of the Agreement, NG&N 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.

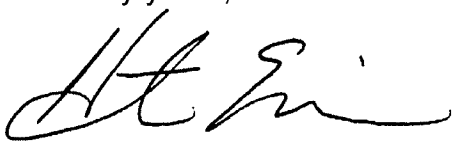
Failure of NG&N to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of NG&N must attest under the penalty of perjury that NG&N does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached to this engagement letter as Appendix B.

We appreciate your consideration of our Firm for representation in this matter. Should any additional information be required, please feel free to contact me. If the terms of the representation are acceptable, please sign a copy of this letter and return a copy to us to serve as a notice to proceed.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Sunrise on this project.

Sincerely yours,



Heather J. Encinosa

Attachments

ACCEPTED AND AGREED TO:

BY _____ _____
City of Sunrise, Florida Date

Appendix A

NG&N'S SCOPE OF SERVICES

Scope of Services

Task 1: Review as needed ad valorem tax roll information, agreements, reports and other data pertaining to the provision of District services.

Task 2: Assist Raftelis and City staff in evaluating the full cost of the District services delivery based on the type of service using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology, and determine the net service delivery revenue requirements.

Task 3: Evaluate District program components for compliance with Florida law on special assessments and assist Raftelis and City staff in defining an appropriate benefit area and developing a method of apportionment.

Task 4: Assist Raftelis and City staff in calculating a proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2026-27 assessment program.

Task 5: Assist Raftelis and City staff in preparation and presentation of an Assessment Memorandum which documents the proposed special benefit, apportionment methodology, and proforma assessment rates.

Task 6: Advise the City on any judicial decisions or legislative actions that may affect or require modifications to the City's assessment program.

Task 7: Draft all legal documents, including an initial assessment resolution and a final assessment resolution that impose the District services assessment program, and implement the City's policy decisions and proposed methodology.

Task 8: Assist with the legal requirements for the adoption of the resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

DELIVERABLES SCHEDULE

We will work in accordance with a critical events schedule prepared by Raftelis and approved by the City.

Appendix B

NG&N'S ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I Heather Encinosa (insert name) as Shareholder (insert title) on behalf of Nabors, Giblin & Nickerson, PA under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Nabors, Giblin & Nickerson, PA does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Nabors, Giblin & Nickerson, PA does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Heather Encinosa
Title: Shareholder
Nabors, Giblin & Nickerson, PA
Date: 1/9/26

STATE OF Florida
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Heather Encinosa as Shareholder on behalf of Nabors, Giblin & Nickerson, PA, who is personally known to me or who produced _____ as identification this 9th day of January, 2026.

Lauren Russell
Notary Public

(Notary Seal)

LAUREN RUSSELL
MY COMMISSION # HH 644995
EXPIRES: March 24, 2029

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Chemicals

Item Number: 4I

Meeting Date: 2/24/2026

City Reference Number (C#): C26025

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-13-11-HR for Swimming Pool Chemicals to various vendors (multi-award); and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.41.572.505202 - Chemicals

Amount:

Estimated annual usage $81,346.95
Not to exceed budgeted funds for FY 2025/2026

Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26025
Bid Tabulation
Sunbiz - Allied Universal Corp.
Sunbiz - Brenntag Mid-South, LLC
Sunbiz - Chemrite, Inc.
Sunbiz - Commercial Energy Specialists, LLC
Sunbiz - Florida Pool Fills, Inc.
Sunbiz - Hawkins Water Treatment Group, Inc.
Sunbiz - SCP Distributors LLC d/b/a Lincoln Aquatics
Sunbiz Fictitious Name Lincoln Aquatics

Background:
The City of Sunrise is serving as lead agency for the Southeast Florida Governmental Purchasing Group for swimming pool chemicals. Bid No. 26-13-11-HR was publicly advertised and opened on January 28, 2026. Eight responses were received. The responses were reviewed by staff, who recommend award to the lowest responsive and responsible bidder per line item, on an item-by-item basis as follows:

1. Allied Universal Corp.-Items 9a, 10a
2. Brenntag Mid-South, LLC-Item 6
3. Chemrite, Inc.-Item 11, 14
4. Commercial Energy Specialists, LLC-Item 15
5. Florida Pool Fills, Inc.-Items 9b, 10b, 17, 19
6. Hawkins Water Treatment Group, Inc.-Items 5, 13
7. SCP Distributors LLC d/b/a Lincoln Aquatics-Items 1, 2, 3, 4, 7, 8, 12, 16, 18

Only one bidder is not being recommended for any of the commodities as they were not the lowest priced bidder. It is estimated that the Leisure Services Department will use approximately $81,346.95 worth of pool chemicals on an annual basis.

By combining requirements with other local municipalities and government entities participating in this solicitation, the City of Sunrise will benefit from volume pricing. Staff has utilized this method of procurement for these goods in the past and it has proven to be successful.

The initial service period shall be for one year commencing March 26, 2026, with two optional one year renewals. The current contract period elapses March 25, 2026 and there are no further renewals available. The bid prices offered for the items used by the City of Sunrise are an average increase of 8.4% above prices that are currently being paid by the City.

The City did not receive any responses from a City of Sunrise vendor that could provide this service.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 9545722202

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 26-13-11-HR FOR SWIMMING POOL CHEMICALS TO VARIOUS VENDORS (MULTI-AWARD); AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 26-13-11-HR for swimming pool chemicals to the following vendors for the Item Numbers indicated on the Bid Tabulation attached to and made a part of this Resolution as Exhibit A is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval:

1. Allied Universal Corp. for Item Numbers 9a and 10a.
2. Brenntag Mid-South, LLC for Item Number 6.
3. Chemrite, Inc. for Item Numbers 11 and 14.
4. Commercial Energy Specialists, LLC for Item Number 15.
5. Florida Pool Fills, Inc. for Item Numbers 9b, 10b, 17, and 19.
6. Hawkins Water Treatment Group, Inc. for Item Numbers 5 and 13.
7. SCP Distributors LLC d/b/a Lincoln Aquatics for Item Numbers 1, 2, 3, 4, 7, 8, 12, 16, and 18.

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

Section 3. The Procurement Manager or designee is hereby authorized to amend, extend or renew the 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 _____, 2026.

_____
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

ITEM NO.	Est. Qty	DESCRIPTION	Allied Universal Corp. UNIT COST	Allied Universal Corp. EXTENDED PRICE	Brenntag Mid-South, LLC UNIT COST	Brenntag Mid-South, LLC EXTENDED PRICE	Chemrite, Inc. UNIT COST	Chemrite, Inc. EXTENDED PRICE	Commercial Energy Specialists, LLC UNIT COST	Commercial Energy Specialists, LLC EXTENDED PRICE	Florida Pool Fills, Inc. UNIT COST	Florida Pool Fills, Inc. EXTENDED PRICE	Hawkins Water Treatment Group, Inc. UNIT COST	Hawkins Water Treatment Group, Inc. EXTENDED PRICE	ProStar Pool Supplies, Inc. UNIT COST	ProStar Pool Supplies, Inc. EXTENDED PRICE	SCP Distributors LLC d/b/a Lincoln Aquatics UNIT COST	SCP Distributors LLC d/b/a Lincoln Aquatics EXTENDED PRICE
1	26	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag	$0.00	$0.00	$33.75	$877.50	$0.00	$0.00	$40.24	$1,046.24	$60.00	$1,560.00	$43.87	$1,140.62	$54.25	$1,410.50	$12.92	$335.92
2	140	Diatomaceous Earth Pool grade 50 LB bag	$0.00	$0.00	$31.91	$4,467.40	$0.00	$0.00	$0.00	$0.00	$32.00	$4,480.00	$34.50	$4,830.00	$59.85	$8,379.00	$14.04	$1,965.60
3	1,924	Sodium Bicarbonate Food Grade, NaHCO3 99% 50 LB bag	$0.00	$0.00	$28.56	$54,949.44	$0.00	$0.00	$48.58	$93,467.92	$32.00	$61,568.00	$29.84	$57,412.16	$34.08	$65,569.92	$18.82	$36,209.68
4	59	Cyanuric Acid 100 LB drum	$0.00	$0.00	$158.10	$9,327.90	$0.00	$0.00	$0.00	$0.00	$190.00	$11,210.00	$166.44	$9,819.96	$139.00	$8,201.00	$131.00	$7,729.00
5	12	Cyanuric Acid 50 LB drum	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.00	$1,500.00	$52.56	$630.72	$85.00	$1,020.00	$65.00	$780.00
6	52	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 55 Gallon drum	$0.00	$0.00	$192.00	$9,984.00	$0.00	$0.00	$405.93	$21,108.36	$0.00	$0.00	$253.33	$13,173.16	$0.00	$0.00	$0.00	$0.00
7	10,390	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 1 Gallon container	$0.00	$0.00	$5.05	$52,469.50	$0.00	$0.00	$7.04	$73,145.60	$6.59	$68,470.10	$6.65	$69,093.50	$7.90	$82,081.00	$4.85	$50,391.50
8	1,715	Calcium Chloride, 77% Flake 50 LB bag	$0.00	$0.00	$27.63	$47,385.45	$0.00	$0.00	$43.90	$75,288.50	$39.00	$66,885.00	$39.06	$66,987.90	$47.85	$82,062.75	$18.68	$32,036.20
9a	52,950	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	$1.98	$104,841.00	$2.56	$135,552.00	$0.00	$0.00	$0.00	$0.00	$2.17	$114,901.50	$2.40	$127,080.00	$0.00	$0.00	$0.00	$0.00
9b	98,290	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	$0.00	$0.00	$2.56	$251,622.40	$0.00	$0.00	$0.00	$0.00	$2.17	$213,289.30	$2.40	$235,896.00	$0.00	$0.00	$0.00	$0.00
10a	120,925	(Liquid Chlorine) 500 gallons minimum quantity delivered at one time	$1.98	$239,431.50	$2.56	$309,568.00	$0.00	$0.00	$0.00	$0.00	$2.17	$262,407.25	$2.40	$290,220.00	$0.00	$0.00	$0.00	$0.00
10b	224,575	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	$0.00	$0.00	$2.56	$574,912.00	$0.00	$0.00	$0.00	$0.00	$2.17	$487,327.75	$2.40	$538,980.00	$0.00	$0.00	$0.00	$0.00
11	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail	$0.00	$0.00	$238.00	$15,470.00	$182.50	$11,862.50	$0.00	$0.00	$299.00	$19,435.00	$185.10	$12,031.50	$196.30	$12,759.50	$189.95	$12,346.75
12	24	Sodium Trichloride 50 LB bag	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$279.00	$6,696.00	$0.00	$0.00	$0.00	$0.00	$192.50	$4,620.00
13	44	Calcium Hypochlorite 100 LB drums	$0.00	$0.00	$246.00	$10,824.00	$235.00	$10,340.00	$0.00	$0.00	$330.00	$14,520.00	$205.00	$9,020.00	$410.00	$18,040.00	$212.00	$9,328.00
14	112	Calcium Hypochlorite 25 LB pail	$0.00	$0.00	$0.00	$0.00	$73.75	$8,260.00	$206.45	$23,122.40	$130.00	$14,560.00	$92.40	$10,348.80	$0.00	$0.00	$91.36	$10,232.32
15	4,036	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178.70	$721,233.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16	120	Potassium Peroxymonosulfate 50 LB pail	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$288.08	$34,569.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$140.00	$16,800.00
17	1,940	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	$0.00	$0.00	$14.28	$27,703.20	$0.00	$0.00	$0.00	$0.00	$11.99	$23,260.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	88	Tile Cleaner 1 Quart Container	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.96	$1,404.48	$20.00	$1,760.00	$0.00	$0.00	$21.60	$1,900.80	$15.13	$1,331.44
19	50	All Clear Mustard Knock-out, or equal 2 LB Container	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.00	$1,000.00	$0.00	$0.00	$35.80	$1,790.00	$0.00	$0.00
Rush Fee for Expedited Delivery within 48 hours of notice:			$100.00/delivery		Not applicable		Not applicable		$75.00/delivery		Not applicable		$125.00/delivery		Not applicable		$100.00/deliver	
		Balance of Line Discount	0%		0%		0%		10-20%		0%		0%		0%		0%	

Note: Allied Universal Corp. withdrew their offer for line items 9b and 10b which contained inadvertent errors.

Detail by FEI/EIN Number

Florida Profit Corporation
ALLIED UNIVERSAL CORP.

Filing Information

Document Number	183054
FEI/EIN Number	59-0776285
Date Filed	01/31/1955
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/28/1977
Event Effective Date	NONE

Principal Address

3901 NW 115th Avenue
Miami, FL 33178

Changed: 12/18/2024

Mailing Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Name Changed: 12/18/2024

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115th Avenue
Miami, FL 33178

Title PD

PALMER, JAMES
3901 NW 115th Avenue
Miami, FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115th Avenue
Miami, FL 33178

Title VPD

RUBIN, RONALD
3901 NW 115th Avenue
Miami, FL 33178

Title DIRECTOR, VP

NAMOFF, GREGORY
3901 NW 115th Avenue
Miami, FL 33178

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Report Year	Filed Date
2024	01/29/2024
2024	12/11/2024
2025	01/15/2025

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02/18/1997 -- ANNUAL REPORT	View image in PDF format
03/18/1996 -- ANNUAL REPORT	View image in PDF format
03/03/1995 -- ANNUAL REPORT	View image in PDF format

Detail by Entity Name

Foreign Limited Liability Company
BRENNTAG MID-SOUTH, LLC

Filing Information

Document Number	M26000001431
FEI/EIN Number	61-0504545
Date Filed	01/27/2026
State	KY
Status	ACTIVE

Principal Address

1405 HWY 136 W.
HENDERSON, KY 42420

Mailing Address

1405 HWY 136 W.
HENDERSON, KY 42420

Registered Agent Name & Address

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

Authorized Person(s) Detail

Name & Address

Title MGR

BRENNTAG NORTH AMERICA LLC
5083 POTTSVILLE PIKE
READING, PA 19605

Title MBR

BRENNTAG NORTH AMERICA LLC
5083 POTTSVILLE PIKE
READING, PA 19605

Title P

MASSIE, CHAD
1405 HWY 136 W.
HENDERSON, KY 42420

Title S

SKINNER, JAIME

550 E. SWEDESFORD RD STE 305
WAYNE, PA 19087

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

Detail by FEI/EIN Number

Florida Profit Corporation
CHEMRITE, INC.

Filing Information

Document Number	P12000096159
FEI/EIN Number	58-1825727
Date Filed	11/20/2012
Effective Date	11/15/2012
State	FL
Status	ACTIVE

Principal Address

5202 BELLE WOOD CT.
SUITE 104
BUFORD, GA 30518

Changed: 03/12/2025

Mailing Address

5202 BELLE WOOD CT.
SUITE 104
BUFORD, GA 30518

Changed: 03/12/2025

Registered Agent Name & Address

OPP, Elaine M
7741 WOODLAND RUN CT
FT MYERS, FL 33912

Name Changed: 03/02/2018

Officer/Director Detail

Name & Address

Title PRES

OPP, JOHN
5202 BELLE WOOD CT.
BUFORD, GA 30518

Annual Reports

Report Year	Filed Date
2023	03/24/2023
2024	02/08/2024
2025	03/12/2025

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04/13/2021 -- ANNUAL REPORT	View image in PDF format
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01/30/2013 -- ANNUAL REPORT	View image in PDF format
11/20/2012 -- Domestic Profit	View image in PDF format

Detail by FEI/EIN Number

Foreign Limited Liability Company
COMMERCIAL ENERGY SPECIALISTS, LLC

Filing Information

Document Number	M21000004068
FEI/EIN Number	59-2550057
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State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2022

Principal Address

952 JUPITER PARK LN., STE. 1
JUPITER, FL 33458

Mailing Address

952 JUPITER PARK LN., STE. 1
JUPITER, FL 33458

Registered Agent Name & Address

Mendoza, Alvaro
952 JUPITER PARK LN., STE. 1
JUPITER, FL 33458

Name Changed: 02/16/2023

Address Changed: 02/16/2023

Authorized Person(s) Detail

Name & Address

Title P

MENDOZA, ALVARO G
11639 150TH CT.
JUPITER, FL 33458

Title MBR

COMMERCIAL ENERGY SPECIALISTS HOLDINGS, LLC
952 JUPITER PARK LN., STE. 1
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2023	02/16/2023

2024	04/30/2024
2025	04/30/2025

Document Images

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02/16/2023 -- ANNUAL REPORT	View image in PDF format
09/27/2022 -- REINSTATEMENT	View image in PDF format
03/15/2022 -- CORLCRACHG	View image in PDF format
04/08/2021 -- Foreign Limited	View image in PDF format

Detail by FEI/EIN Number

Florida Profit Corporation
FLORIDA POOL FILLS, INC.

Filing Information

Document Number	P20000063989
FEI/EIN Number	85-2743207
Date Filed	08/12/2020
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/03/2020
Event Effective Date	NONE

Principal Address

1025 GATEWAY BLVD. SUITE 303-336
BOYNTON BEACH, FL 33426

Changed: 12/12/2022

Mailing Address

6586 HYPOLUXO ROAD, SUITE 204
LAKE WORTH, FL 33467

Changed: 08/20/2025

Registered Agent Name & Address

SWEETBAUM, ARI A, ESQ.
4000 PONCE DE LEON BLVD.
SUITE 800
CORAL GABLES, FL 33146

Name Changed: 12/12/2022

Address Changed: 12/12/2022

Officer/Director Detail

Name & Address

Title P

LUTTENAUER, SHAWN MICHAEL
1025 GATEWAY BLVD. SUITE 303-336
BOYNTON BEACH, FL 33426

Annual Reports

Report Year	Filed Date

2023	03/08/2023
2024	02/23/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
02/23/2024 -- ANNUAL REPORT	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
12/12/2022 -- Reg. Agent Change	View image in PDF format
03/10/2022 -- ANNUAL REPORT	View image in PDF format
08/30/2021 -- Reg. Agent Change	View image in PDF format
07/01/2021 -- Reg. Agent Change	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
09/03/2020 -- Amendment	View image in PDF format
08/12/2020 -- Domestic Profit	View image in PDF format

Detail by FEI/EIN Number

Foreign Profit Corporation
HAWKINS WATER TREATMENT GROUP, INC.

Cross Reference Name

HAWKINS, INC.

Filing Information

Document Number	F14000004437
FEI/EIN Number	41-0771293
Date Filed	10/20/2014
State	MN
Status	ACTIVE

Principal Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Mailing Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Registered Agent Name & Address

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D

Tang, Faith
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

Spethmann, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title President, CEO, Director

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Lange, Douglas
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Secretary, VP

ERSTAD, RICHARD
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Treasurer, CFO

Oldenkamp, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Grahek, Drew
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Mangine, David
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Faulconbridge, James
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Thompson, James
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Wright, Jeffrey
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Schumacher, Mary
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Stauber, Daniel

2381 ROSEGATE
ROSEVILLE, MN 55113

Annual Reports

Report Year	Filed Date
2023	02/01/2023
2024	02/05/2024
2025	01/15/2025

Document Images

01/15/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
07/30/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
10/20/2014 -- Foreign Profit	View image in PDF format

Detail by FEI/EIN Number

Foreign Limited Liability Company
SCP DISTRIBUTORS LLC

Filing Information

Document Number	M01000000044
FEI/EIN Number	36-3926337
Date Filed	01/08/2001
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/13/2014
Event Effective Date	NONE

Principal Address

109 Northpark Blvd.
Covington, LA 70433

Changed: 07/28/2023

Mailing Address

109 Northpark Blvd.
Covington, LA 70433

Changed: 07/28/2023

Registered Agent Name & Address

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301-2525

Name Changed: 07/28/2023

Address Changed: 07/28/2023

Authorized Person(s) Detail

Name & Address

Title DIRETOR, PRESIDENT AND CEO

ARVAN, PETE D
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title SENIOR VP, CFO, TREASURER

HART, MELANIE
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title VP, FIELD IMPLEMENTATION

WILLIAMS, DONNA
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title DIRECTOR, CHIEF LEGAL OFFICER, SENIOR VP AND CORPORATE SECRETARY

NEIL, JENNIFER M
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title SENIOR VICE PRESIDENT

ST. ROMAN, KENNETH G
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title CHIEF INFOMRATION OFFICER, VP

MARSHALL, TODD
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title VP, CHIEF HUMAN RESOURCES OFFICER

WILLEMS, LUTHER
109 NORTHPARK BLVD.
COVINGTON, LA 70433

Title VP, MARKETING

LARGE, KENDALL
6385 150TH AVENUE NORTH
CLEARWATER, FL 33760

Title VP, SUPPLY CHAIN AND OPERATIONS

Pechon, Jonathan
109 Northpark Blvd.
Covington, LA 70433

Annual Reports

Report Year	Filed Date
2023	04/27/2023
2024	04/04/2024
2025	04/07/2025

Document Images

04/07/2025 -- ANNUAL REPORT	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
08/10/2023 -- STATEMENT OF FACT	View image in PDF format
08/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format

08/03/2023 -- VOIDED AMENDED ANNUAL REPORT	View image in PDF format
07/28/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
07/27/2023 -- VOIDED AMENDED ANNUAL REPORT	View image in PDF format
07/27/2023 -- STATEMENT OF FACT	View image in PDF format
07/26/2023 -- VOIDED AMENDED ANNUAL REPORT	View image in PDF format
04/27/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
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01/27/2016 -- ANNUAL REPORT	View image in PDF format
07/31/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- CORLCRACHG	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
02/03/2012 -- ANNUAL REPORT	View image in PDF format
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01/11/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
03/28/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
03/29/2006 -- ANNUAL REPORT	View image in PDF format
01/05/2005 -- ANNUAL REPORT	View image in PDF format

02/03/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
03/20/2002 -- ANNUAL REPORT	View image in PDF format
01/08/2001 -- Foreign Limited	View image in PDF format

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Submit

Fictitious Name Detail

Fictitious Name

LINCOLN AQUATICS

Filing Information

Registration Number	G17000069137
Status	ACTIVE
Filed Date	06/23/2017
Expiration Date	12/31/2027
Current Owners	1
County	MULTIPLE
Total Pages	2
Events Filed	1
FEI/EIN Number	NONE

Mailing Address

109 NORTHPARK BLVD.
COVINGTON, LA 70433

Owner Information

SCP DISTRIBUTORS LLC
109 NORTHPARK BLVD.
COVINGTON, LA 70433

FEI/EIN Number: 36-3926337
Document Number: M01000000044

Document Images

06/23/2017 -- Fictitious Name Filing View image in PDF format

05/11/2022 -- Fictitious Name Renewal Filing View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4J **Meeting Date:** 2/24/2026

City Reference Number (C#): C26037

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-07-01-MM between the City of Sunrise and Florida Coast Equipment, LLC" under the terms of the National Purchasing Cooperative Buyboard Contract No. 706-23 for the purchase of Grounds Maintenance Equipment, Parts, and Supplies; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
420.39.21.572.506401 - Machines & Equipment

Amount:
$79,827.07

ATTACHMENTS:

ATY Resolution - C26037
Exhibit A - Cooperative Agreement
Quotation
Sunbiz - Florida Coast Equipment, LLC

Background:

The City of Sunrise's Leisure Services Department has budgeted funds in FY 2025/2026, for the replacement of an existing Kubota Tractor (A16664), originally purchased in 2006, which has reached the end of its useful life and is beyond repair.

This new tractor is essential to maintain the operational efficiency at the Bridges of Springtree Golf Club. This equipment plays a critical role in the upkeep of all areas, including aerating tees, pulling heavy equipment, grading and leveling the terrain on walking paths or fairways, preparing foundations, excavating, digging trenches for irrigation and drainage repairs, clearing heavy golf course debris, and transporting soil, mulch, sod and heavy landscaping.

After careful review, Staff recommends the purchase of the following equipment and brand:

-One Kubota Loader / Landscaper Series M62TLB Model # V2403CRTE4 and special attachments.

This model was selected for its compact design, versatility, and ease of transport, qualities that make it ideal for parks and golf courses. Kubota is also recognized as a reliable and proven brand in the industry. This purchase will be made utilizing the June 1, 2023 BuyBoard® Contract No. 706-23, which was awarded to Kubota Tractor Corporation (Kubota), following a competitive procurement process. This contract is administered by the Texas Association of School Boards, Inc. under the National Purchasing Cooperative for the purchase of Grounds Maintenance Equipment, Parts, And Supplies.

Under the terms of the contract, Kubota sells through approved dealers and distributors and provides a 22% discount off the Manufacturer's Suggested Retail Price (MSRP). Staff verified that this discount is consistent with pricing offered to other public entities in another available cooperative contracts. Additionally, when compared to online pricing (not including special attachments, optional accessories, freight or delivery), the proposed pricing is deemed fair and reasonable. The price proposal submitted by Florida Coast Equipment, LLC., an authorized Kubota dealer, falls within the Leisure Services Department's anticipated expenditure for this purchase and includes manufacturer's special attachments, warranty and delivery.

It is requested that the City Commission approve this purchase for Grounds Maintenance Equipment, Parts, and Supplies utilizing the identified cooperative contract. Since these purchases will be made using an existing government contract, the City's formal bidding procedures are waived 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: Margarita Marra Phone: 954-572-2203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-07-01-MM BETWEEN THE CITY OF SUNRISE AND FLORIDA COAST EQUIPMENT, LLC" UNDER THE TERMS OF THE NATIONAL PURCHASING COOPERATIVE BUYBOARD CONTRACT NO. 706-23 FOR THE PURCHASE OF GROUNDS MAINTENANCE EQUIPMENT, PARTS, AND SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, the Texas Association of School Boards, Inc., as procurement administrator for the National Purchasing Cooperative BuyBoard®, awarded Kubota Tractor Corporation Contract No. 706-23 for Grounds Maintenance Equipment, Parts, and Supplies on June 1, 2023; and

WHEREAS, Florida Coast Equipment, LLC is an authorized local seller for Kubota Tractor Corporation under Contract No. 706-23; and

WHEREAS, the City of Sunrise Leisure Services Department desires to purchase one (1) Kubota tractor and attachments to replace a tractor that has reached the end of its useful life, under the terms of Contract No. 706-23.

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

Section 1. "Cooperative Agreement No. 26-07-01-MM between the City of Sunrise and Florida Coast Equipment, LLC" (Agreement), under the terms of BuyBoard® Contract No. 706-23, in the amount of $ 79,827.07, is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

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

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-07-01-MM
BETWEEN THE CITY OF SUNRISE
AND FLORIDA COAST EQUIPMENT, LLC

This Cooperative Agreement No. 26-07-01-MM (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Florida Coast Equipment, LLC a Florida Corporation (Contractor) this ___ day of _____, 20___.

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

1. After competitive procurement, the Texas Association of School Boards, Inc. as Procurement administrator for the National Purchasing Cooperative BuyBoard® (Awarding Entity), awarded Kubota Tractor Corporation Contract No. 706-23 (Contract) on June 1, 2023 for Grounds Maintenance Equipment, Parts, and Supplies. The purchase is being made through Kubota's authorized dealer Florida Coast Equipment, LLC. 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 the delivery and acceptance of one (1) new Loader / Landscaper Series M62TLB Model # V2403CRTE4 and all associated additional options. This is a one-time fixed purchase.

3. Agreement Price and Payments. The Contractor will bill the City at the completion of each job for all material, equipment, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A & Quote # 2939331, a copy of which is attached hereto as Exhibit B.

Contractor shall submit invoices to:

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

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

specify the deficiency and the action necessary to make the payment request or invoice proper.

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

If to Contractor, to: Joe Moreno
Florida Coast Equipment, Inc.
357 Pike Road
West Palm Beach, FL 33411

If to City, to: Victoria Hernandez, 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.

n/a b. Insurance Requirements. This provision shall supersede and replace Section 18 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 in accordance with Florida Statutes Chapter 440.

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

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
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 11 of the Contract and Section.

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

Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), 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 Contract and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

☑ **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 Contract.

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

N/A 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 n/a Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 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.

☑ q. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit C, the [Contractor/Consultant/Vendor] represents and warrants that it does not use coercion for labor or services as provided by state law.

N/A r. Emergency Response

If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement/Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement/Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

Prices shall be F.O.B. destination freight prepaid and delivered by Contractor to the City's specified location(s) below. F.O.B. destination for the purposes of this Agreement shall mean the Contractor shall take full responsibility for any casualty, loss or damage to the equipment, product, or services in Exhibit A & B from the point of manufacturer, shipping methods and points between by private or common carrier, while stored, staged or in the care, custody of the Contractor up until the point of installation and acceptance by City.

F.O.B location:

The Bridges at Springtree Golf Club

8150 Springtree Drive

Sunrise, FL 33351

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibits A, B & C 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 Exhibits A, B & C, 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:_____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

Florida Coast Equipment, LLC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: MARK.ADAMS@KUBOTA.COM

MARK ADAMS
KUBOTA TRACTOR CORPORATION
1000 Kubota Drive
Grapevine, TX 75061

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 706-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS MUNICIPAL LEAGUE TASBO

April 17, 2023

Sent Via Email: MARK.ADAMS@KUBOTA.COM

MARK ADAMS
KUBOTA TRACTOR CORPORATION
1000 Kubota Drive
Grapevine, TX 75061

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 706-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Grounds Maintenance Equipment, Parts, and Supplies

Proposal Due Date/Opening Date and Time:
February 9, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 706-23

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Kubota Tractor Corporation
Name of Proposing Company

2-21-2023
Date

1000 Kubota Way
Street Address

Mark Adams
Mark Adams (Feb 20, 2023 17:05 CST)
Signature of Authorized Company Official

Grapevine, TX76051
City, State, Zip

Mark Adams
Printed Name of Authorized Company Official

630-488-8001
Telephone Number of Authorized Company Official

Manager - National Account Sales
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

95-2801513
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: MA

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: MA

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- [■] I certify that my company is a **Resident Proposer.**
- [ ] I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Kubota Tractor Corporation	1000 Kubota Way		
City	**State**	**Zip Code**	
Grapevine	TX	76051	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
[ ] Yes [X] No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

[X] Yes [ ] No

Initial: MA

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: MA

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: CM / NA

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: MA

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: MA

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: MA

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: MA

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: MA

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** MA

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ■ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: MA

6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must 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 USC 1352. Each tier must 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: MA

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ■ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: MA

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Kubota Tractor Corporation

Company Name

Mark Adams

Mark Adams (Feb 20, 2023 17:05 CST)

Signature of Authorized Company Official

Mark Adams, Manager, National Account Sales

Printed Name and Title

2-21-23

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Kubota Tractor Corporation
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 95-2801513
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Kubota Tractor Corporation

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kubota Tractor Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
1000 Kubota Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Grapevine, TX 76051

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 5 - 2 8 0 1 5 1 3

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 for Part II, later.

Sign Here | **Signature of U.S. person** ▶ J. Moton | **Date** ▶ 1/3/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 10,145,000. (The period of the 12-month period is 1/1/2022 / 12/31/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)	Y		Ground Maintenance
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y		Ground Maintenance

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 22 **Proposed Discount (%):** 22

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	See Form M attached					
2.						
3.						
4.						
5.						

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Kubota will attempt to meet budget and competitive pressures in order to meet the needs of BuyBoard members.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

ALICE INDEPENDENT SCHOOL DISTRIC	City of Lewisvill
Alice ISD	City of Marble Falls
Alpine ISD	City of McAller
Alpine ISD Central Administration	CITY OF MEADOW
Amarillo ISD	CITY OF MESQUITE
Anderson Count	City of Mexia
ANGELINA COLLEGE - PHYSICAL PLANT	City of Mineola
Angelo State Universit	City of Mineral Wells
AUSTIN COMMUNITY COLLEGE - ELGIN CAMPUS	City of Mission- Parks and Recreation
Bell County Road and Bridg	City of Murphy
Bloomington Independent School D	CITY OF NASH
BRAZORIA COUNTY - PARKS DEPARTMENT	City of Newton
Brazos River Authorit -Possom Kingdon Operations BRA-PK Lake Office	CITY OF ORANGELINK STREET SERVICE CENTER
Brownfield ISD	CITY OF PARIS
CAMERON COUNTY PARKS POLICE - VEHICLE MAINTENANCE	City of Pharr
CAMERON COUNTY PARKS - ISLA BLANCA PARK	City of Pilot Point
CANYON REGIONAL WATER AUTHORITY	City of Port Arthu
CAPITAL AREA COUNCIL BOY SCOUTS OF AMERICA	City of Port Isabel
Cass County Precinct	City of Richardson- Sherrill Park Golf Course
CASTLEBERRY ISD - NEW MAINTENANCE & TRANSPORTATION	City of Roanoke
Cavalry Apostolic Churc	City of RowlettParks Maintenance
CHEROKEE COUNTY	CITY OF SAN ANGELO
CHISUM ISD	CITY OF SAN BENITO
CIBOLO CREEK MUNICIPAL AUTHORITY	CITY OF SCHERTZ - DRAINAGE
City of Abilen	CITY OF SEGUIN
CITY OF ABILENE - FLEET MANAGEMENT	City of Seminole
CITY OF ALTON	CITY OF SHERMAN- WESTHILL CEMETERY
City of Anahua	CITY OF SOUTHLAKE
City of Andrew	City of Stephenvill
City of Azle	CITY OF TAYLOR
City of Bastrop	CITY OF TEMPLE
City of Beaumor	CITY OF TEMPLE FIRE DEPT.
City of Bedfor	CITY OF TEXARKANA
City of Belto	City of the Colon
City of Brady	CITY OF VENUS
City of Brownfiel	City of Victoria
City of Burleso	CITY OF WATAUGA- ATTN: BUILDING/FLEET SERVICES
City of Celina	City of Waxahach
City of Cente	CITY OF WESLACO-Public Works
CITY OF CHANDLER	City of Wichita Falls
City of Cleburn	CITY OF WILLOW PARK

CITY OF COLLEGE STATIOI	COUNTY OF HIDALGC
City of Copperas Cov	County of Orang
City of Corinth - Public Work	Crockett ISI
City of Corpus Christ City Hall Vehicle Pool	CROSSROADS ISD
City of Corsicana	DRIPPING SPRINGS ISD - WAREHOUSI
City of Crocket	Duval Count
City of Crowley	Edinburg CISI
City of Cuer	ELKHART ISD
City of Edinbur	Ellis County Emergency Servic
CITY OF EL CAMPC	FAIRFIELD ISI
CITY OF FALFURRIAS	FORT BEND COUNTY - PARKS DEPARTMENT
City of Fort Wort	FROST ISD
City of Fredericksbur	Garland (Firewheel Golf Par
City of Freepor	GRANGER ISD - GRANGER SCHOOL MAINTENANCI
CITY OF GANADC	Grimes County Road & Brid
CITY OF GARLANI	Guadalupe-Blanco Rive Author
CITY OF GRAND PRAIRIE	GULF COAST AUTHORITYCAMPBELL BAYOU FACILITY
City of Grandvie	HARDIN COUNTY
CITY OF HALLETTSVILLE	HARRIS COUNTY
City of Henderso	HOPE PUBLIC SCHOOL
CITY OF HUNTSVILLE -Service Center- Back Building	HOWARD COUNTY JUNIOR COLLEGE DISTRICT
City of Irvin	HUNTINGTON ISD
City of Jacksonvill	HUTTO ISD WAREHOUSE
City of Joshu	Jack Count
City of Kelle	Jacksbor
City of Las Cruce	Jefferson Count
Johnson City ISD	KILLEEN INDEPENDENT SCHOOL DISTRIC - CHAPARRAL HIGH SCHOOL
KILLEEN INDEPENDENT SCHOOL DISTRIC - CHAPARRAL HIGH SCHOOL	KIRBYVILLE HOUSING AUTHORITY
KIRBYVILLE HOUSING AUTHORIT	La Joya ISI
La Joya ISI	LAGUNA MADRE WATER DISTRICT
LAGUNA MADRE WATER DISTRICT	LAKEWAY MUNICIPAL UTILITY DISTRIC
	Lamar Universit
Lamar Universit	Lavaca Navidad River Author
Lavaca Navidad River Author	Lea Count
Lea Count	Levelland ISI
Levelland ISD	LEWISVILLE ISI CHESTER BOYD AGRICULTURE CENTER
LEWISVILLE ISI CHESTER BOYD AGRICULTURE CENTER	LIPAN ISD
LIPAN ISI	Louise ISI
Louise ISI	MATHIS ISD
MATHIS ISD	MERIDIAN INDEPENDENT SCHOOL DISTRICT
MERIDIAN INDEPENDENT SCHOOL DISTRICT	MIDLAND ISD
MIDLAND ISD	New Boston Independent School Distr
New Boston Independent School Distr	Victoria County Water Control & Improvement Distri
Nursery Volunteer Fire Dep	Walker County Special Utility Distri

Orange County	Ward County
PARKER COUNTY	Warren ISD
Pike County Engineer	Weatherford High Schoo
Port Arthur Independent School District	WESLACO IND. SCHOOL DISTRICT
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX	Wheeler County
Reeves Count	Williamson County ESD No
Refugio County Precinct #1	WILLIAMSON COUNTY PARKS & REC - FLEET MAINTENANCE
RIVERCREST ISD	Winkler County
RUSK COUNTY	TEXAS SOIL & WATER CONSERVATION BOAR
SABINE RIVER AUTHORITY OF TEXAS ATTN: LAKE FORK DIVISION	Texas Southmost College
SAINT JOSEPH ACADEMY	Texas State Technical Colleg
Sam Houston State Universi	Texas Tech Universit
San Patricio Municipal Water Distric	The City of Oyster Cree
San Perlita ISD	THE COUNTY OF CAMERON - VEHICLE MAINTENANCE
Seal Township	The Port of Lavaca Volunteer Fire Dep
Sinton Independent School Distri	Tomball Independent School Distri
SNOOK ISD	Town of Little Elr
ST MARY OF THE ASSUMPTION CATHOLIC CHURCH	Town of Many
Tarrant County College Distric	Town of Pecos Cit
Texarkana Colleg	Trinity Valley Community Colleg
Texas A&M Universit	TULAROSA MUNICIPAL SCHOOLS
UNIVERSTIY OF TEXAS RIO GRANDE VALLE	UNITED STATES ARMY CORP OF ENGINEERS
UT ARLINGTON	University of Texas at Arlingto
Victoria County Water Contr	

BUYBOARD VENDOR PROPOSER – Marketing Plan

Bidder Name: Kubota Tractor Corporation
Completed by: Mark Adams, Manager, National Account Manager

Company Information

Kubota Tractor Corporation
1000 Kubota Way
Grapevine, TX 76051

Sales Operations Contact: Austin English
E-Mail: Austin.english@kubota.com
Phone: 817-532-3927

Kubota Tractor Corporation was established in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. Kubota Tractor Corporation is the distributor for the United States for Kubota Equipment, which includes Turf Mowing Equipment, Tractors and Attachments, Utility Vehicles and Compact Construction Equipment including Excavators, Wheel and Track Loaders.

The Kubota Goals and Philosophy are summed up in our Kubota Promise;

a. Produce state of the art, qualify products
b. Lead the industry in engineering and technological firsts
c. Respect the environment and protect our customers' safety
d. Provide uncompromising service
e. Listen and respond to the customer needs
f. Value each customer relationship with integrity and respect
g. Support professional dealers and retailers
h. Manage with vision and leadership

Corporate Officers
Alex Woods: Sr. VP Sales Operations, Supply Chain, Parts
John Lee: Director Marketing
Mark Adams: Manager, National Account Sales
Tyler Knudsen: Manager, Sales Operations

Kubota Tractor Corporation was established in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. Tractors and Compact Equipment was being distributed and sold in the United States from 1969, with the current corporate structure established in 1972.

Manufacturer & Distributor, wholly owned subsidiary of Kubota Corporation, Japan. Kubota Tractor Corporation distributes equipment to 1150 contracted Kubota Retail Dealers in the USA. The contracted Dealers sell to and service the equipment for the end users.

Kubota Tractor Corporate office, Grapevine, TX, will receive all P.O.s
National Distribution Center, Jackson, GA, Lodi, CA, & Edgerton, KS
Division Sales Offices and Regional Warehouses;

- Suwanee, GA (SE USA)
- Columbus, OH (NE USA)
- Ft Worth, TX (CE USA)
- Lodi, CA (WE USA)
- Edgerton, KS (MW USA)
- Dealer Organization – 1150 locations across USA
- Texas Dealers – 80 locations across Texas

Industry Marketplace

Kubota Tractor Corporation is a supporter of the following organizations and industry activities;

- Farm Safety Camps for Kids – National Sponsor
- FFA National Nursery & Landscape Career Development Sponsor
- Association of Equipment Manufacturers (AEM) Member
- Outdoor Power Equipment Institute (OPEI) Member
- Farmer Veteran Coalition (FVC)
- Future Farmers of America (FFA)

Kubota was the first agricultural machinery manufacturing company in Japan to receive the prestigious "Deming Award," for manufacturing excellence. In 1992, Kubota Corporation received the "Sankei Newspaper Award" as part of the first Global Environment Awards, recognizing the Company’s continuing contribution to protection of environment.

Similar Organizations with Members we serve.

The Colorado Multiple Assembly of Procurement Officials (MAPO)
Mr. Dirk Banks
Northern Colorado Water Conservancy District
Municipal Sub District
220 Water Avenue
Berthoud, CO 80513-9245
Ph 970 667 2437

Houston Galveston Area Council (HGAC)
Veronica Johnson
Contract Specialist
P.O. Box 22777
Houston, TX 77227-2777
Ph 713 627 3200

National Joint Powers Alliance (NJPA)
Scott Carr
Contract Manager
200 First Street NE
Staples, MN 56479
Ph 218 894 5491

Nationwide Sales & Service

Kubota Tractor Corporation has nine (9) District Managers, fifty two (52) Regional Managers (all company employees). These Sales Managers assist the 1150 Kubota Dealers that deliver equipment.

In Texas Kubota has (1) District Manager and (5) Region Managers that serve the 80 Kubota Dealers.

Kubota Tractor Corporation has four (4) Service Managers, three (3) Assistant Service Managers, twenty six (26) Service Representatives (all company employees). These Service Managers assist as needed with our 1100 dealers that will deliver the equipment.

In Texas Kubota has (12) Service Representatives that serve the 80 Kubota Dealers.

Customer Service is provided by the local Kubota Dealer. The customer will contact the dealer for required service on equipment and dealers will respond in a timely fashion. This will include both regular and warranty service requirements.

Marketing Plan

Marketing Material provided will be the same as for other similar agencies, national accounts and direct sale organizations. Literature, full line catalogs, statement stuffers, advertising materials, co op advertising allowances are all part of Kubota's National Marketing efforts.

Kubota Tractor Corporation will notify our 1150 Kubota Dealers by bulletin of the agreement with BuyBoard and inform them of the product offering, discounts and price to be charged, including freight and delivery. Of course local taxes will be added when appropriate.

Kubota will encourage dealers to call on local agency members to solicit their business for Turf and Landscape Maintenance. Kubota will prepare a News Release regarding being approved as a BuyBoard Vendor.

Internet – Kubota.com represents all aspects of Equipment and Services available from Kubota and our dealers. This includes detailed equipment specifications and a retail pricing configurator. Kubota Dealers will prep all equipment for delivery to BuyBoard members. Any specific dealer can be located by Zip Code by BuyBoard members using the dealer locator on Kubota.com

BuyBoard's Role in Marketing – We will be listed on the BuyBoard web site identifying Kubota as a Vendor, for the approved equipment. Kubota expects that BuyBoard would include Kubota in all Press Releases, Newsletters and Electronic Communications to the BuyBoard Members.

All products in the Kubota Catalog will be available to BuyBoard's Members.

Industry Sales records indicate that Kubota class products have the top Market Share in the United States.

Kubota Diesel Engines are rated as the most reliable in the Industry and are used by many leading manufacturers, i.e. Bobcat Skid Loaders and Excavators. Product quality and innovation are two of the main strengths of Kubota Products.

Kubota pioneered the Compact Tractor Market in the US and was the first to offer diesel engines in Turf Mowing Equipment and Utility Vehicles.

Diesel Engines and Hydrostatic Transmissions (automatic) were first introduced in Compact Tractors and Utility Vehicles by Kubota.

Value Added Attributes

Value Added – Kubota will sell at a discounted price, the BuyBoard Member will not have to duplicate the bid process, and the member will get assistance in recommendations and specifications to be sure that the equipment will fit the application. The local Kubota Dealer is a great resource for this type of information.

The local Kubota Dealer provides delivery of the product and operational instructions and training.

Most Kubota machines are powered by Kubota Diesel Engines, which will meet the latest governmental emissions requirements. Long life and durability are attributes of Kubota engines and transmissions. Kubota products are known for being fuel efficient.

Many Kubota Engines are equipped with "Common Rail Technology" and "Diesel Particulate Filter Technology" which provides a cleaner running, lower emissions, and more fuel efficient engine/product. All of Kubota's manufacturing operations have "green"

initiatives for air quality and wastewater treatment. Returnable steel crating is used with many Turf Products, others use recyclable steel crating. Wood and Cardboard packaging is held to a minimum.

Extended Warranty is available as a bid option on all Kubota Products.

Payment Terms and Financing Options

Payment Terms are net 45 days

Kubota Credit Corporation does offer a variety of Leasing Programs through Kubota Leasing. Kubota Credit's Charter does not allow for direct lending, Kubota finance is only available directly from Kubota Dealers; therefore a direct sell cannot be financed by Kubota Tractor Corporation.

Members can contact Kubota Direct Sales for a quote and assistance with product specifications and selection. Of course the Member can go directly to the local Kubota Dealer for product information, help with specifications and product selection.

Either the Kubota Dealer or Member will contact Kubota Direct Sales for a quote with appropriate discounts and added cost items like Freight, Dealer Preparation and Delivery Fees and local Sales Tax if appropriate.

The Member will issue a P.O. to Kubota Tractor Corporation.

The assigned local Kubota Dealer will deliver the equipment and secure an authorized signature from the Member on a Kubota Delivery Acknowledgement. The Kubota Dealer will send a copy to Kubota Direct Sales which will initiate the invoice to the Member matching the P.O.

The Member will remit to Kubota Tractor Corporation, Grapevine, TX

Warranty

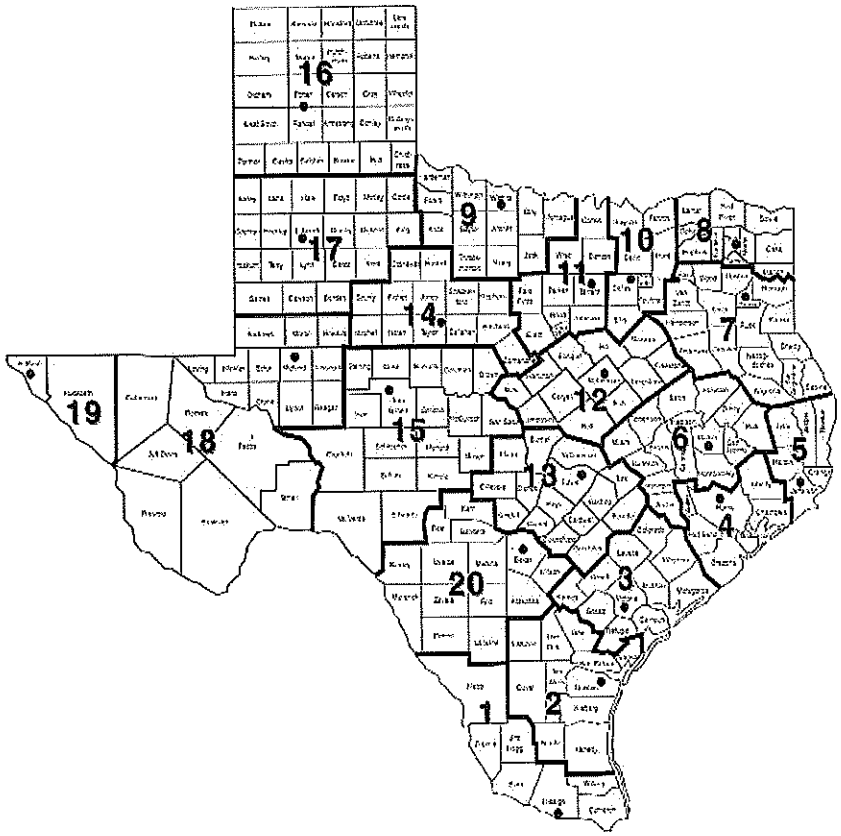
All warranty work is provided by the delivering Kubota Dealer. Claims processing is between the Kubota Dealer and Kubota Tractor Corporation using Kubota's K-Warranty System. Parts and Labor are included. Each individual Kubota product has its own warranty term and hour limit, see the Kubota Dealer for warranty details.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Kubota Tractor Corporation
Name of Vendor

706-23
Proposal Invitation Number

Mark Adams
Mark Adams (Feb 20, 2023 12:05 CST)
Signature of Authorized Company Official

Mark Adams
Printed Name of Authorized Company Official

2-21-2023
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Please see provided authorized seller listings - .		

Kubota Tractor Corporation - BuyBoard Authorized Seller Listing - Updated 6/2023							
Dealer Name	**Address**	**City**	**ST**	**Zip**	**Phone**	**Email**	**Fax**
A.C. MCCARTNEY FARM EQUIPMENT CO.	606 N SPARTA ST	WATAGA	IL	61488	(309) 375-6661	tim@acmccartney.com	(309) 375-6218
A.C. MCCARTNEY FARM EQUIPMENT CO.	14934 FREEPORT RD	DURAND	IL	61024	(815) 248-2161	colleenc@acmccartney.com	(815) 248-4550
A.C. MCCARTNEY FARM EQUIPMENT CO.	1995 EAST COUNTY ROAD 650 N	CARTHAGE	IL	62321	(217) 357-2167	mark@acmccartney.com	(217) 357-3929
A.C. MCCARTNEY FARM EQUIPMENT CO.	306 PITTSFIELD RD	MT STERLING	IL	62353	(217) 773-3339	mark@acmccartney.com	(217) 773-2444
A & A EQUIPMENT, INC.	501 N COMMERCE ST	ARDMORE	OK	73401	(580) 223-7889	adam@okpolaris.com	(580) 224-9463
A.J.'S OUTDOOR POWER EQUIPMENT, INC	1699 SOUTH MAIN ST.	MANSFIELD	PA	16933	(570) 662-1700	chris@ajsoutdoorpower.com	(570) 662-1701
A.J.'S OUTDOOR POWER EQUIPMENT, INC	3101 E SECOND STREET	COUDERSPORT	PA	16915	(570) 662-1700	ch@ajsoutdoorpower.com	
A. R. BEATTY DIESEL, INC.	5251 KUHL RD.	ERIE	PA	16510	(814) 899-4294	joev@bortnick.com	(814) 899-2807
A. R. BEATTY DIESEL, INC.	28700 ROUTE 6	YOUNGSVILLE	PA	16371	(814) 563-4808	a.r.beatty.diesel@verizon.net	(814) 563-7455
ABC EQUIPMENT RENTAL AND SALES	29 PEARL RD.	BRUNSWICK	OH	44212	(330) 220-4545	azatik@abcequipment.com	(330) 220-4949
ABC EQUIPMENT RENTAL AND SALES	38525 CHESTER RD.	AVON	OH	44011	(440) 934-7368	azatik@abcequipment.com	(440) 934-5199
ABELE TRACTOR & EQUIPMENT CO., INC.	72 EVERETT ROAD	ALBANY	NY	12205	(518) 438-4444	lout@abeletractor.com	(518) 438-5751
ABELL & SON, INC.	220 SOUTH ADAMS ST.	WELSH	LA	70591	(337) 734-2222	seastman@abellandson.com	(337) 734-4124
ABILENE EQUIPMENT CENTER, LLC	1358 SOUTH TREADAWAY BLVD.	ABILENE	TX	79602	(325) 675-0602	mhammond@abileneec.com	(325) 675-5987
ABINGDON EQUIPMENT COMPANY, INC.	19138 LEE HWY.	ABINGDON	VA	24210	(276) 628-2372	kubotatractor@comcast.net	(276) 628-2635
ABSOLUTE KUBOTA	1506 WEST MAIN STREET	LEBANON	TN	37087	(615) 449-6171	info@absolutekubota.com	(615) 443-7362
ACE OUTDOOR POWER EQUIPMENT	268 S ROUTE 9	WEST CREEK	NJ	8092	(609) 978-1166	Brian@Aceoutdoorpower.com	(609) 978-8504
ACE OUTDOOR POWER EQUIPMENT	395 ROUTE 9	BAYVILLE	NJ	8721	(732) 269-1155	MIKE@ACEOUTDOORPOWER.COM	(732) 269-0051
ACME EQUIPMENT	3401 GATEWAY DR	GRAND FORKS	ND	58203	(701) 335-5022	nkorynta@acmetools.com	(701) 746-2880
ACME TOOLS	700 20TH AVE. SE	MINOT	ND	58701	(701) 839-2263	tbrown@acmetools.com	(701) 839-2253
ACME TOOLS	2025 30TH ST. NW	BEMIDJI	MN	56601	(218) 444-8665	aschmitz@acmetools.com	(218) 444-7368
ACME TOOLS	4960 HIGHWAY 85	WILLISTON	ND	58801	(701) 577-2263	jstahowiak@acmetools.com	(701) 713-2569
ACME TOOLS	920 36TH ST. SW	FARGO	ND	58103	(701) 476-4600	dclemens@acmetools.com	
ADAMS TRACTOR OF LEWISTON	2128 2ND AVE. N	LEWISTON	ID	83501	(208) 743-4571	KEVINL@ADAMSTRACTOR.COM	
ADAMS TRACTOR OF SPOKANE	1602 E TRENT AVE	SPOKANE	WA	99202	(509) 535-1708	LANCES@CDATRACTOR.COM	(509) 536-1850
ADAMS TRACTOR OF COLVILLE	635 HWY. 395 S.	COLVILLE	WA	99114	(208) 765-2315		
ADMAR SUPPLY CO., INC.	1950 BRIGHTON HENRIETTA TOWN LINE R	ROCHESTER	NY	14623	(585) 272-9390	mmccrea@admarsupply.com	(585) 272-9165
ADMAR SUPPLY CO., INC.	1394 MILITARY RD.	BUFFALO	NY	14217	(716) 873-8000	mmccrea@admarsupply.com	(716) 873-8455
ADMAR SUPPLY CO., INC.	7800 BREWERTON RD	CICERO	NY	13039	(315) 433-5000	mmccrea@admarsupply.com	(315) 431-0548
ADMAR SUPPLY CO., INC.	449 COMMERCE RD	VESTAL	NY	13850	(607) 798-0333	mmccrea@admarsupply.com	(607) 798-0833
ADMAR SUPPLY CO., INC.	2390 ROCHESTER RD	CANANDAIGUA	NY	14425	(585) 396-0031	mmccrea@admarsupply.com	(585) 396-0038
Affolder Equipment Sales, Inc.	6704 South US 27	Berne	IN	46711	(260) 589-2964	greg@affolders.com	(260) 589-2931
Affolder Equipment Sales, Inc.	2424 State Route 364	Minster	OH	45865	(419) 628-3045	ken.prenger@affolders.com	
AG EQUIPMENT, INC.	1845 W HIGHWAY 40	ROOSEVELT	UT	84066	(435) 722-4488	agsales@ubtanet.com	(435) 722-4116
H & R AGRI-POWER	4900 EAGLE WAY BYP	HOPKINSVILLE	KY	42240	(270) 886-3918	jim.lancaster@hragripower.com	(270) 886-4389
AHEARN EQUIPMENT, INC.	460 MAIN ST.	SPENCER	MA	1562	(508) 885-7085	jtahearn@ahearnequipment.com	(508) 885-7261
DIAMOND A EQUIPMENT, LLC	1785 W. BONANZA RD.	LAS VEGAS	NV	89106	(702) 712-4640	vickielc@diamondaequipment.com	
RHINO'S TURF EQUIPMENT	3531 N. RANCHO DR.	LAS VEGAS	NV	89130	(702) 395-8081	johnph@ahern.com	(702) 395-8085
DIAMOND A EQUIPMENT, LLC	821 N RICE AVE	OXNARD	CA	93030	(805) 485-2103	patrickj@diamondaequipment.com	(805) 485-8949
DIAMOND A EQUIPMENT, LLC	2635 E. SOUTH ST.	LONG BEACH	CA	90805	(562) 393-9780	patrickj@diamondaequipment.com	(562) 984-4800
AKRON TRACTOR AND EQUIPMENT, INC.	1309 COLLIER ROAD	AKRON	OH	44320	(330) 836-0237	bob@akrontractor.com	(330) 836-3317
ALDERMAN'S, INC.	4055 SOUTH SHERIDAN AVE	LENNON	MI	48449	(810) 621-4201	tralder@aldermans.com	(810) 621-4919
ALEX POWER EQUIPMENT	116 50th. AVE. WEST	ALEXANDRIA	MN	56308	(320) 763-4994	DEBRA@ALEXPOWEREQUIPMENT.COM	
ALEXANDER EQUIPMENT	3266 BUFFALO ST	ALEXANDER	NY	14005	(585) 591-2955	alexanderequipment@rochester.rr.com	(585) 547-3754
ALL ROADS KUBOTA, LLC	1704 CONOWINGO ROAD	BEL AIR	MD	21014	(410) 838-4200	bthackston@allroads.com	(410) 638-0532
AL'S KUBOTA TR LAWNMOWER, & SAW INC	687 NORTH SAN JACINTO ST.	HEMET	CA	92543	(951) 658-9471	jharnit@yahoo.com	(951) 658-9674
ALTA EQUIPMENT COMPANY	18405 115TH. AVE.	ORLAND PARK	IL	60467	(708) 349-8430	bradley.beaulieu@altg.com	
ALTA IMPLEMENT COMPANY, INC	315 E. HWY. 7	ALTA	IA	51002	(712) 284-1131	dennyo@altaimpl.com	(712) 284-1815
ALVIN EQUIPMENT COMPANY, LLC	3375 E. HWY. 6	ALVIN	TX	77511	(281) 331-3177	chad@alvinequipment.com	(281) 585-4012
AMBURGEY'S FARM MACHINERY, INC.	530 S QUEEN ST	MT STERLING	KY	40353	(859) 498-1113	amburgeysinc2015@yahoo.com	(859) 498-9980
AMIGO MACHINERY, LLC	2801 SE MAIN STREET	ROSWELL	NM	88203	(575) 624-2026	bill@amllc.net	
AMIGO POWER EQUIPMENT	304 W. MONTE CRISTO RD.	EDINBURG	TX	78541	(956) 383-6289	kent@amigopowerequip.com	(956) 383-0787
ANDERSON BROS., INC.	311 MAIN STREET	EDGELEY	ND	58433	(701) 493-2241	alan@andersonbros.net	(701) 493-2130
ANGELO PELLETS, INC	902 N BELL ST	SAN ANGELO	TX	76903	(325) 617-5977	codycauley@suddenlinkmail.com	(325) 617-5978

ANTIETAM TRACTOR & EQUIPMENT, INC.	20927 LEITERSBURG PIKE	HAGERSTOWN	MD	21742	(301) 791-1200	jcreed10@yahoo.com	(301) 714-0313
APCO EQUIPMENT CORPORATION	3432 N. 5TH. ST.	NORTH LAS VEGAS	NV	89032	(702) 871-7474	jim@apcoequipment.com	(702) 368-0871
APEX-HESPERIA RENTALS	9262 C AVE.	HESPERIA	CA	92345	(760) 244-9349	apex_ryan@yahoo.com	(760) 244-2901
APPLE FARM SERVICE, INC.	10120 W. VERSAILLES RD.	COVINGTON	OH	45318	(937) 526-4851	billcov@applefarmservice.com	(937) 526-5241
APPLING MOTORS	545 EAST PARKER ST.	BAXLEY	GA	31513	(912) 367-2461	apmotors@bellsouth.net	(912) 367-5164
REDLINE EQUIPMENT CO.	3975 S. ADRIAN HWY.	ADRIAN	MI	49221	(517) 265-5630	jeff.rutledge@redlineequipment.com	(517) 265-5463
ARNETT NEW HOLLAND, INC.	219 W RENFROW AVE	ARNETT	OK	73832	(580) 885-7555	rick.messer@arnettnewholland.com	(580) 885-7560
ENID NEW HOLLAND	3210 N. VAN BUREN STREET	ENID	OK	73703	(580) 234-2668	rick.messer@aenhk.com	(580) 234-2688
ARNOLD'S OF ST. CLOUD, INC.	2995 QUAIL RD NE	SAUK RAPIDS	MN	56379	(320) 251-2585	sarnold@arnoldsinc.com	(320) 251-9232
ARNOLD'S OF ST. MARTIN, INC.	374 INDUSTRIAL DR	SAINT MARTIN	MN	56376	(320) 548-3285	ltschida@arnoldsinc.com	(320) 548-3346
ARNOLD'S OF GLENCOE, INC.	655 LINDBERGH TRAIL	GLENCOE	MN	55336	(320) 864-5531	paarnold@arnoldsinc.com	(320) 864-5533
Arnold's of Alden	110 North Star Road	Alden	MN	56009	(507) 874-3400	ltschida@arnoldsinc.com	
ARNOLD'S OF KIMBALL, INC.	701 STATE HIGHWAY 55 E	KIMBALL	MN	55353	(320) 398-3800	ltschida@arnoldsinc.com	(320) 398-6900
ARNOLD'S OF MANKATO, INC.	1715 HOWARD DR	NORTH MANKATO	MN	56003	(507) 387-5515	ltschida@arnoldsinc.com	(507) 387-6449
ART'S LAWN MOWER SHOP, INC.	15 BLACK JACK CT	FLORISSANT	MO	63033	(314) 741-1055	mauchg@artslawnmowershop.com	(314) 741-1771
ARTMAN EQUIPMENT, INC.	854 STATE ROUTE 380	APOLLO	PA	15613	(724) 337-3700	Kannsaskmichaels@gmail.com	(724) 889-0033
ASCENSION EQUIPMENT SALES & SERVICE	13173 AIRLINE HWY.	GONZALES	LA	70737	(225) 647-5881	dingo@eatel.net	(225) 644-1558
ATHENS TRACTOR & EQUIPMENT, LLC	3245 US HWY. 175 E.	ATHENS	TX	75752	(903) 675-9158	burton@athenstractor.com	(903) 675-9150
ATLANTA KUBOTA, LLC	879 PICKENS INDUSTRIAL DRIVE	MARIETTA	GA	30062	(770) 794-9993	JF@ATLEQU.COM	(770) 794-1099
AUSRA KUBOTA, INC	1218 SOUTH 11TH ST	NILES	MI	49120	(269) 683-7272	erin@ausrakubota.com	(269) 683-7461
AUSRA KUBOTA, INC.	4270 HOLLYWOOD ROAD	ST. JOSEPH	MI	49085	(269) 588-3181	erin@ausrakubota.com	(269) 782-5109
AUTOMOTIVE COMPANY, INC.	100 SOUTH MAIN ST	ISABEL	SD	57633	(605) 466-2112	rm250aaron@yahoo.com	(605) 466-2110
LINDSKOV IMPLEMENT	2100 US HIGHWAY 12	MOBRIDGE	SD	57601	(605) 845-2201	smrtz70@yahoo.com	(605) 845-2801
AYRES-DELTA IMPLEMENT OF BELZONI	397 HARLEY BARBOUR PARKWAY	YAZOO CITY	MS	39194	(662) 746-4421	bwyatt@delta-grp.com	
AYRES-DELTA IMPLEMENT, INC.	1904 HIGHWAY 82 W	GREENWOOD	MS	38930	(662) 453-6525	jfondren@delta-grp.com	(662) 453-6544
AYRES-DELTA IMPLEMENT, INC.	4507 HIGHWAY 82 W	LELAND	MS	38756	(662) 686-2361	willayres@delta-grp.com	(662) 686-2365
THOMPSON TRACTOR & EQ. SALES, INC.	1900 US 60 EAST	MOREHEAD	KY	40351	(606) 784-6461	ttractor@more.twcbc.com	(606) 784-3090
BACON'S EQUIPMENT	29 GOSHEN RD.	WILLIAMSBURG	MA	1096	(413) 268-3620	denise.bacons@gmail.com	(413) 268-3046
BACON-UNIVERSAL COMPANY, INC.	918 AHUA ST.	HONOLULU	HI	96819	(808) 839-7202	asilich@baconuniversal.com	(808) 839-9813
BACON-UNIVERSAL COMPANY, INC.	215 RAILROAD AVE	HILO	HI	96720	(808) 935-8595	lhoshida@baconuniversal.com	(808) 935-1698
BACON-UNIVERSAL COMPANY, INC.	74-5039 QUEEN KAAHUMANU HWY	KAILUA KONA	HI	96740	(808) 326-1212	lh@baconuniversal.com	(808) 326-1822
BACON-UNIVERSAL COMPANY, INC.	800 ALUA ST.	WAILUKU	HI	96793	(808) 244-9158	lhoshida@baconuniversal.com	(808) 242-5815
BACON-UNIVERSAL COMPANY, INC.	1856 HALEUKANA ST.	LIHUE	HI	96766	(808) 245-8472	lhonjo@baconuniversal.com	(808) 246-6156
BAGLEY TRACTOR & EQUIPMENT	3709 SOUTH EASTMAN RD.	LONGVIEW	TX	75602	(903) 753-8262	danny@bagleytractor.com	(903) 753-3651
BAHRNS EQUIPMENT, INC.	1708 S. BANKER ST.	EFFINGHAM	IL	62401	(217) 342-2909	ewebb@bahrns.com	(217) 342-4342
BAKER IMPLEMENT COMPANY	1443 STATE HIGHWAY B	POPLAR BLUFF	MO	63901	(573) 785-9628	john.acre@bakerimplement.com	(573) 785-2857
BALL EQUIPMENT	600 S. SANDUSKY RD	SANDUSKY	MI	48471	(810) 648-3510	josh.balaska@ballequip.com	(810) 648-2813
BANE-WELKER EQUIPMENT, LLC	300 W. MARGARET DR.	TERRE HAUTE	IN	47802	(812) 234-2627	nick.griffith@bane-welker.com	(812) 232-2240
BANE-WELKER EQUIPMENT, LLC	3025 PROGRESS WAY	WILMINGTON	OH	45177	(937) 382-0941	brandon.barr@bane-welker.com	(937) 382-7800
BANE-WELKER EQUIPMENT, LLC	9762 US HIGHWAY 68	GEORGETOWN	OH	45121	(937) 378-4880	clay.kiser@bane-welker.com	(937) 378-3160
BANE-WELKER EQUIPMENT, LLC	1980 US-35	EATON	OH	45320	(937) 456-6281	curt.caplinger@bane-welker.com	(937) 456-9967
BANE-WELKER EQUIPMENT, LLC	25726 DUROC STREET	CIRCLEVILLE	OH	43113	(740) 474-2181	kevin.blackburn@bane-welker.com	
BAR H IMPLEMENT, INC.	W263 BAR H RD	STONE LAKE	WI	54876	(715) 865-6211	barh@centurytel.net	(715) 865-6221
BARNES EQUIPMENT, INC.	5412 NC-42 W	WILSON	NC	27893	(252) 237-1066	ashleybarnes@barnesequip.com	(252) 237-6436
STEVE BARLOW FARM EQ.	2131 W. HIGHWAY 80	SOMERSET	KY	42503	(606) 679-3659	bradybarlow@gmail.com	(606) 679-6121
BARTON EQUIPMENT COMPANY	4986 INTERSTATE 55	MARION	AR	72364	(870) 735-2510	franklin@bartonequip.com	(870) 735-2296
BAXLA TRACTOR SALES, INC.	758 TRANQUILITY PIKE	SEAMAN	OH	45679	(937) 386-2440	CHRIS.B@BAXLATRACTOR.COM	(937) 695-0051
BAXLA TRACTOR SALES, INC	610 W. MAIN ST	BATAVIA	OH	45103	(513) 732-2300	chris.b@baxlatractor.com	(513) 732-1700
BAYSIDE KUBOTA & EQUIPMENT COMPANY	10030 CRAIN HIGHWAY	FAULKNER	MD	20632	(301) 934-2841	hugh.gardiner@baysidekubota.com	
BAYSIDE KUBOTA & EQUIPMENT COMPANY	24620 THREE NOTCH RD	HOLLYWOOD	MD	20636	(240) 309-4040	kevin.freeburger@baysidekubota.com	
BAYSIDE KUBOTA & EQUIPMENT COMPANY	3030 CRAIN HIGHWAY	UPPER MARLBORO	MD	20774	(301) 627-6400	keith.bodden@BaysideKubota.com	
CACHE EQUIPMENT	4085 N 75 W	HYDE PARK	UT	84318	(435) 563-1020	sgerratt@bcpequipment.com	(435) 563-1021
BEARD IMPLEMENT CO.	24228 US HWY 54	PITTSFIELD	IL	62363	(217) 285-6876	sam@beardimplement.com	(217) 285-6878
ANDERSONS' SALES & SERVICE, INC.	6159 W HIGHWAY 146	CRESTWOOD	KY	40014	(502) 241-7222	joshua@andersonssales.com	(502) 241-9725
ANDERSONS' SALES & SERVICE, INC.	2914 CLIFTY DRIVE	MADISON	IN	47250	(812) 273-4262	tonia@andersonssales.com	
BEAUMONT TRACTOR COMPANY, INC.	4430 COLLEGE ST.	BEAUMONT	TX	77707	(409) 866-3360	Tom@Beaumonttractor.com	(409) 866-5884
BEAVER MACHINE, INC	241 DOUBLE R ROAD	COLEMAN	WI	54112	(920) 897-4035	keith@beavermachineinc.com	(920) 897-2124

BELZER EQUIPMENT	600 HWY 34 WEST	ALBIA	IA	52531	(641) 932-7838	paul@belzerequip.com	(641) 932-7839
BENDLE LAWN EQUIPMENT, INC.	3841 N STATE ROAD 9	ANDERSON	IN	46012	(765) 642-0657	deanriddle@bendlelawnequip.com	(765) 622-7665
BENTLEY BROS., INC.	13936 STATE ROUTE 31	ALBION	NY	14411	(585) 589-9610	darrell@bentleybrosinc.com	(585) 589-2114
BENTLEY BROS., INC.	5605 BROCKPORT SPENCERPORT RD	BROCKPORT	NY	14420	(585) 391-3571	darrell@bentleybrosinc.com	(585) 391-3573
BERCHTOLD EQUIPMENT COMPANY	3000 PEGASUS DRIVE	BAKERSFIELD	CA	93308	(661) 323-7817	marriola@berchtold.com	(661) 325-4059
BERCHTOLD EQUIPMENT COMPANY	1410 W. BETTERAVIA ROAD	SANTA MARIA	CA	93455	(805) 922-7905	dannys@berchtold.com	(805) 349-0147
BERCHTOLD EQUIPMENT COMPANY	1407 S. LEXINGTON ST.	DELANO	CA	93215	(661) 725-1500	cjorgensen@berchtold.com	(661) 725-7502
BEREND TURF & TRACTOR, LP	4315 SEYMOUR HWY.	WICHITA FALLS	TX	76309	(940) 691-1141	jberend@berendturfandtractor.com	(940) 696-1447
SPRINGDALE TRACTOR CO. - BERRYVILLE	1326 WEST TRIMBLE AVE	BERRYVILLE	AR	72616	(870) 423-5909	matt.mcfarland@kubotacenter.com	(870) 423-7074
BESHEARS TRACTOR AND EQUIPMENT	1809 COLUMBUS PKWY	OPELIKA	AL	36804	(334) 203-1322	jessi@beshearskubota.com	(334) 203-1720
BESHEARS TRACTOR AND EQUIPMENT	2250 AL HIGHWAY 21 S	OXFORD	AL	36203	(256) 831-4545	randy@beshearskubota.com	(256) 835-2018
BEST LINE EQUIPMENT	183 TOMAHAWK RD.	TOWANDA	PA	18848	(570) 265-4440	espringman@bestline.com	(570) 265-0947
BEST EQUIPMENT	1410 BATESVILLE BLVD.	BATESVILLE	AR	72501	(870) 251-2290	bstequipment@yahoo.com	(870) 251-4290
BEVERAGE TRACTOR	2085 STUARTS DRAFT HWY.	STUARTS DRAFT	VA	24477	(540) 337-1090	allen.gilbert@beveragetractor.com	(540) 337-0761
BEVERAGE TRACTOR	3809 S MAIN ST	BLACKSBURG	VA	24060	(540) 605-7385	stephen.eanes@beveragetractor.com	
BEVERAGE TRACTOR	1101 INDUSTRIAL AVE	DANVILLE	VA	24541	(434) 792-4926	elizabeth.hylton@beveragetractor.com	
BIG SKY KUBOTA	7550 THORNTON DR.	MISSOULA	MT	59808	(406) 542-2200	johnbigskykubota@hotmail.com	(406) 543-9318
BIG VALLEY TRACTOR	3516 NEWTON RD.	STOCKTON	CA	95205	(209) 466-9631	will.stonecypher@bigvalleytractor.com	(209) 466-0419
BILLINGS KUBOTA, INC.	5548 HOLIDAY AVE.	BILLINGS	MT	59101	(406) 245-6702	blgskubota@blgskubota.com	(406) 245-1259
BILL'S POWER CENTER, INC.	13885 W. CAPITOL DR.	BROOKFIELD	WI	53005	(262) 781-6400	dpr2@billspowercenter.com	(262) 781-6803
BINGHAM EQUIPMENT COMPANY	815 W GILA BEND HWY	CASA GRANDE	AZ	85122	(520) 836-8700	Gary.Loth@binghamequipment.com	(520) 421-1316
BINGHAM EQUIPMENT COMPANY	2694 S UNION DR	COTTONWOOD	AZ	86326	(928) 646-5388	seth.spilsbury@binghamequipment.com	(928) 634-1657
BINGHAM EQUIPMENT COMPANY	5819 HWY 260	LAKESIDE	AZ	85929	(480) 969-5516	seth.spilsbury@binghamequipment.com	
BINGHAM EQUIPMENT COMPANY	1655 S. COUNTRY CLUB DR.	MESA	AZ	85210	(480) 969-5516	seth.spilsbury@binghamequipment.com	(480) 969-0271
BINGHAM EQUIPMENT COMPANY	5225 N. CASA GRANDE HWY.	TUCSON	AZ	85743	(520) 887-7799	byron.roberts@binghamequipment.com	(520) 887-7524
BINGHAM EQUIPMENT COMPANY	4350 PALO VERDE RD	TUCSON	AZ	85714	(520) 316-8139	mitch.earhart@binghamequipment.com	
BINGHAM EQUIPMENT COMPANY	3214 E GILA RIDGE RD	YUMA	AZ	85365	(928) 726-4701	david.tansey@binghamequipment.com	(928) 726-4178
BINGHAM EQUIPMENT COMPANY	710 N. 195TH AVE.	BUCKEYE	AZ	85326	(623) 853-1000	kevin.ghose@binghamequipment.com	(623) 853-9146
BINGHAM EQUIPMENT COMPANY	1320 S. GERONIMO AVE.	PARKER	AZ	85344	(928) 669-9271	david.tansey@binghamequipment.com	(928) 669-2901
BOBCAT OF PHOENIX	21828 N. 7TH. ST.	PHOENIX	AZ	85024	(623) 850-6000	Chance.Bingham@binghamequipment.com	(623) 850-6005
BINGHAM EQUIPMENT COMPANY	10123 E. STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314	(928) 350-4295	al.koob@binghamequipment.com	
BIRKEY'S FARM STORE, INC.	2202 SOUTH HIGH CROSS RD	URBANA	IL	61802	(217) 337-1772	bmccoy@birkeys.com	(217) 337-1775
BIRKEY'S FARM STORE, INC.	2900 EAST JACKSON ST.	MACOMB	IL	61455	(309) 837-1700	ebunnell@birkeys.com	(309) 837-2773
BLOUNT COUNTY TRACTOR, INC.	31720 STATE HWY 75 NORTH	ONEONTA	AL	35121	(205) 625-5381		(205) 274-8795
Blount County Tractor & Equipment,	31720 State Hwy 75 North	Oneonta	AL	35121	(205) 625-5381	Josh@Blountcotractor.com	
BLUELINE EQUIPMENT CO.	31501 YAKIMA VALLEY HWY.	SUNNYSIDE	WA	98944	(509) 839-2066	mhanks@bluelinemfg.com	(509) 839-5558
BLUELINE EQUIPMENT CO.	1605 E MEAD AVE	YAKIMA	WA	98903	(509) 248-8411	mhanks@bluelinemfg.com	(509) 248-4656
BLUELINE EQUIPMENT CO.	100 NORTH GARNET WAY	QUINCY	WA	98848	(509) 785-2595	kelly@bluelinemfg.com	
BLUELINE EQUIPMENT CO.	2080 N. COMMERCIAL AVENUE	PASCO	WA	99301	(509) 544-6678	mhanks@bluelinemfg.com	(509) 547-0729
BLUE RIDGE TRACTOR COMPANY, INC.	176 OLD HWY 268	WILKESBORO	NC	28697	(336) 667-9247	blrtractor@aol.com	(336) 667-4422
BLUFF EQUIPMENT, INC.	13751 FREY MEADOWS RD	POCAHONTAS	IL	62275	(618) 654-5799	bluffhighland@gmail.com	(618) 654-3749
BLUFF EQUIPMENT, INC.	1090 US HIGHWAY 40	VANDALIA	IL	62471	(618) 283-3277	bluffeq@hotmail.com	(618) 283-4603
BOBCAT OF DULUTH, INC.	4610 W ARROWHEAD RD.	DULUTH	MN	55811	(218) 727-7377	matt@bobcatofduluth.com	(218) 727-8889
BOBCAT OF ROCKFORD	5925 WHEELER RD.	CHERRY VALLEY	IL	61016	(815) 332-8300	mmcelmeel@bobcatofrockford.com	(815) 332-8310
BOB EVANS EQUIPMENT, INC.	2073 US HIGHWAY 96 S	SAN AUGUSTINE	TX	75972	(936) 275-9711	beeinc2017@gmail.com	(936) 275-5701
BOBBY FORD TRACTOR AND EQUIPMENT	2498 N HIGHWAY 288	ANGLETON	TX	77515	(979) 849-5400	mford@bobbyfordkubota.com	(979) 849-5433
BONDY'S KUBOTA	3820 ROSS CLARK CIRCLE	DOTHAN	AL	36303	(334) 671-1475	chris@bondyskubota.com	(334) 194-1706
BONNEVILLE EQUIPMENT CO.	9330 S. 300 WEST	SANDY	UT	84070	(801) 566-8891	bonneville1@bec1.com	(801) 566-7792
BONNEVILLE EQUIPMENT CO - PROVO LLC	215 S. 2200 W	SPRINGVILLE	UT	84663	(801) 489-0593	brianw@bec1.com	(801) 489-0596
BORTNICK TRACTOR SALES, INC.	5042 CENTER RD.	CONNEAUT	OH	44030	(440) 594-3216	mark@bortnick.com	(440) 594-5312
BOULLION SALES AND SERVICE, INC.	8530 N. TERRITORIAL RD.	DEXTER	MI	48130	(734) 426-8527	sales@boullionsales.com	(734) 426-2004
BOUNDARY TRACTOR & YAMAHA	6632 MAIN ST	BONNERS FERRY	ID	83805	(208) 267-5571	cal@cdatractor.com	(208) 267-3598
BOYKIN TRACTOR CO., INC.	260 MAIN ST W	RAINSVILLE	AL	35986	(256) 638-2164	boykintractor@farmerstel.com	(256) 638-9172
BOYD'S IMPLEMENT SERVICE, LLC	2850 LATIMER RD N	TILLAMOOK	OR	97141	(503) 842-9408	kayla@boyds-implement.com	(503) 842-7722
REARDON BRIGGS COMPANY, INC.	2448 ROUTE 44	SALT POINT	NY	12578	(845) 677-8202	pat@reardonbriggs.com	(845) 677-6877
BROOKS SALES, INC.	3144 E HIGHWAY 74	MONROE	NC	28112	(704) 233-4242	jeremybrooks@brookssalesinc.com	(704) 233-4244
BROTHERS IMPLEMENT COMPANY, INC.	7593 HILLSBORO HWY	HILLSBORO	TN	37342	(931) 596-2749	brothersimplementco@gmail.com	(931) 596-2287

SAMMY BROUSSARD EQUIPMENT CENTER	1511 CENTER ST	NEW IBERIA	LA	70560	(337) 367-5296	m.lejeune@sammybroussard.com	(337) 365-2163
SAMMY BROUSSARD EQUIPMENT CENTER	2402 CARMEL DRIVE	LAFAYETTE	LA	70501	(337) 233-5591	p.myers@sammybroussard.com	(337) 332-6719
BROWN EQUIPMENT COMPANY, INC.	826 N MILITARY ST	LORETTO	TN	38469	(931) 853-6927	m125dtc@hotmail.com	(931) 853-6929
BROWNING EQUIPMENT, INC.	800 E. MAIN STREET	PURCELLVILLE	VA	20132	(540) 338-7123	jeff@browningequipment.com	(540) 338-5835
BURKE EQUIPMENT - SEAFORD, INC.	11196 EAST SNAKE RD.	DELMAR	DE	19940	(302) 248-7070	mtimmons@burkeequipment.com	(302) 248-7075
BURKE EQUIPMENT COMPANY	54 ANDREWS LAKE RD.	FELTON	DE	19943	(302) 284-0123	mbayer@burkeequipment.com	(302) 284-0225
BURKE TRUCK & TRACTOR COMPANY, INC.	706 W 6TH ST	WAYNESBORO	GA	30830	(706) 554-4448	jon@burketractor.com	(706) 554-5009
BURKS TRACTOR COMPANY, INC.	3140 KIMBERLY RD.	TWIN FALLS	ID	83301	(208) 733-5543	btc.inc@burkstractor.com	(208) 734-9852
BURKS TRACTOR CO. LLC	220 FARMWAY RD.	CALDWELL	ID	83605	(208) 466-7875	Chris.burks@burkstractor.com	(208) 795-5262
BURRIS EQUIPMENT CO.	27939 W. CONCRETE DR.	INGLESIDE	IL	60041	(815) 363-4100	bryan.heinrichs@burrisequipment.com	(815) 363-4109
BURRIS EQUIPMENT CO.	2216 N GREEN BAY RD	WAUKEGAN	IL	60087	(847) 336-1205	barry.heinrichs@burrisequipment.com	(847) 336-2697
BURRIS EQUIPMENT CO.	2001 CHERRY HILL RD	JOLIET	IL	60433	(815) 464-6650	bryan.heinrichs@burrisequipment.com	(815) 464-6951
BURT YOUNG SALES, INC	2934 ROUTE 16 N	OLEAN	NY	14760	(716) 372-4208	burtyoung2934@yahoo.com	(716) 372-0468
BUTTE COUNTY EQUIPMENT	11363 US HWY 212	BELLE FOURCHE	SD	57717	(605) 892-2230	kenita.jensen@buttecountyequipment.com	(605) 892-2245
BUTTERCREEK EQUIPMENT, INC.	2110 S. HWY 395	HERMISTON	OR	97838	(541) 567-8572	louie@buttercreekequipment.com	(541) 567-0686
BYRD IMPLEMENT CO., INC.	1718 AIRWAYS BLVD.	JACKSON	TN	38301	(731) 424-7055	byrdimplement@gmail.com	(731) 422-1817
C. H. WALTZ SONS, INC.	20 INDUSTRIAL DRIVE	BLOOMSBURG	PA	17815	(570) 784-0250	deanna@chwaltz.com	
C. H. WALTZ SONS, INC.	6570 RT 973 EAST	COGAN STATION	PA	17728	(570) 435-2921	deanna@chwaltz.com	(570) 435-2192
C. H. WALTZ SONS, INC.	2852 SR 309 HWY	DALLAS	PA	18612	(570) 675-3344	deanna@chwaltz.com	(570) 675-3540
C. H. WALTZ SONS, INC.	1168 WESTBRANCH HWY	WINFIELD	PA	17889	(570) 523-9900	deanna@chwaltz.com	(570) 523-9902
C & N TRACTORS	496 SALINAS RD	WATSONVILLE	CA	95076	(831) 722-2733	jasmith@candntractors.com	(831) 728-5837
C & N TRACTORS	2690 RAMADA DR.	PASO ROBLES	CA	93446	(805) 237-3855	JEFF@CANDNTRACTORS.COM	(805) 237-3857
CAHABA TRACTOR COMPANY	2843 PELLHAM PKWY	PELHAM	AL	35124	(205) 663-1470	dale@cahabatractor.com	(205) 663-1485
CANNS-BILCO DISTRIBUTORS, INC.	125 E PENN AVE	ALBURTIS	PA	18011	(800) 245-8080	gordonkd@canns-bilco.com	(484) 232-7353
SUNDOWN EQUIPMENT, LLC	202 LUCY ST.	BEVINGTON	IA	50033	(515) 462-3800	johnw@sundownequipment.com	
CAPITAL CITY KUBOTA	5611 NW 2ND STREET	DES MOINES	IA	50313	(515) 635-0161	mark@cceciowa.com	(515) 635-0954
BOBCAT OF AMES	2005 E LINCOLN WAY	AMES	IA	50010	(515) 956-3560	mark@capitalcityequipmentcompany.com	(515) 956-3706
CAPITAL EQUIPMENT & SUPPLY	12263 S. US HWY. 27	DEWITT	MI	48820	(517) 669-5533	kevin.holt@cedealer.com	(517) 669-8702
CAPITAL EQUIPMENT CLARE, LLC	302 N MCEWAN ST	CLARE	MI	48617	(989) 386-2192	kevin.holt@cedealer.com	(989) 386-7038
CAPITAL TRACTOR, INC.	9710 U.S HWY 231	BRUNDIDGE	AL	36010	(334) 735-5394	nmccall@capitaltractor.com	(334) 735-2825
CAPITAL TRACTOR, INC	1287 HWY 63 SOUTH	LUCEDALE	MS	39452	(601) 766-3679	bgreer@capitaltractor.com	
CAPITAL TRACTOR, INC	5788 HIGHWAY 90	THEODORE	AL	36582	(251) 653-1900	bgreer@capitaltractor.com	
CAPITAL TRACTOR, INC.	1498 FURNACE STREET	MONTGOMERY	AL	36104	(334) 264-0086	calebgreer@capitaltractor.com	(334) 264-0094
CAROLINA POWER EQUIPMENT, INC.	2490 CHARLESTON HWY.	CAYCE	SC	29033	(803) 796-7907	aaron@carolinapowerequ.com	(803) 796-3998
KUBOTA KINGS	826 E. CHICAGO ST	COLDWATER	MI	49036	(517) 279-8002	ryan@kingsequip.com	(517) 278-5977
KUBOTA OF JACKSON	2524 LANSING AVE	JACKSON	MI	49202	(517) 784-3146	ryan@kingsequip.com	(517) 784-8361
CAROLINA POWER EQUIPMENT	1907 HIGHWAY 72 221E	GREENWOOD	SC	29649	(864) 223-2141	aaron@carolinapowerequ.com	(864) 223-6995
CARLETON FARM SUPPLY, INC.	11850 GRAFTON RD.	CARLETON	MI	48117	(734) 654-8222	cfsinc@voyager.net	(734) 654-9597
CEC TURF & TRACTOR	8880 United Lane	Athens	OH	45701	(740) 593-3279	bobd@cecturfandtractor.com	
CEC TURF & TRACTOR	1830 OLD LOGAN RD S.E.	LANCASTER	OH	43130	(740) 653-2827	alanr@cecturfandtractor.com	
CEC TURF & TRACTOR	630 WEST WATERLOO STREET	CANAL WINCHESTER	OH	43110	(740) 593-3279	alanr@cecturfandtractor.com	
CEC Turf & Tractor, LLC	6719 Dorr Rd	Toledo	OH	43615	(419) 865-8820	stevenh@cecturfandtractor.com	
RIVER VALLEY TRACTOR - QUEEN CITY	808 US HIGHWAY 59 S	QUEEN CITY	TX	75572	(903) 796-9594	troberts@rivervalleytractor.com	(903) 796-9430
CENTRAL CAROLINA POWER EQUIPMENT	4127 JEFFERSON DAVIS HWY	SANFORD	NC	27332	(919) 292-6464	phillip@ccpenc.com	(919) 292-6295
CENTRAL IOWA FARM STORE	203 IOWA AVE. W.	MARSHALLTOWN	IA	50158	(641) 753-3996	TODD@CENTRALIOWAFARMSTORE.COM	(641) 753-7452
CENTRAL EQUIPMENT CO.	791 RED MILE ROAD	LEXINGTON	KY	40504	(859) 253-2611	dkunz@centralequipment.com	(859) 231-0923
CENTRAL EQUIPMENT CO., INC	3008 BIDDLE ROAD	MEDFORD	OR	97504	(541) 779-7443	gene@centralequip.net	(541) 779-5518
CENTRAL POWER SYSTEMS & SERVICES	1285 ACRAWAY	GARDEN CITY	KS	67846	(620) 765-3118	ryan.chrisler@cpower.com	
CHAMPLAIN VALLEY EQUIPMENT, INC.	72 KUBOTA DR	BERLIN	VT	5602	(802) 223-0021	tom@champlainvalleyequipment.com	(802) 229-1807
CHAMPLAIN VALLEY EQUIPMENT, INC.	157 PEARL STREET	ESSEX JUNCTION	VT	5452	(802) 388-4967	cgibson@champlainvalleyequipment.com	
CHAMPLAIN VALLEY EQUIPMENT, INC.	2108 US ROUTE 5	DERBY	VT	5829	(802) 766-2400	josh@champlainvalleyequipment.com	(802) 766-2139
CHAMPLAIN VALLEY EQUIPMENT, INC.	453 EXCHANGE ST.	MIDDLEBURY	VT	5753	(802) 388-4967	brian@champlainvalleyequipment.com	(802) 388-9656
CHAMPLAIN VALLEY EQUIPMENT, INC.	7 FRANKLIN PARK WEST	ST. ALBANS	VT	5478	(802) 524-6782	JBESSETTE@CHAMPLAINVALLEYEQUIPMENT.COM	(802) 524-3007
CHAPPELL TRACTOR SALES, LLC	454 ROUTE 13 SOUTH	MILFORD	NH	3055	(603) 673-2640	bradc@chappelltractor.com	(603) 672-0019
CHAPRELL DODGE	1109 N. BROADWAY AVE.	ADA	OK	74820	(800) 880-2427		(580) 332-9416
CHARLOTTE TRACTOR COMPANY	1700 STARITA ROAD	CHARLOTTE	NC	28206	(704) 596-8900	blc@charlottetractor.com	(704) 598-8965
CHERRY VALLEY TRACTOR SALES, INC.	35 W ROUTE 70	MARLTON	NJ	8053	(856) 983-0111	brian@cherryvalleytractor.com	(856) 988-6290

CHICKASAW EQUIPMENT COMPANY	552 WEST MADISON ST	HOUSTON	MS	38851	(662) 456-3391	daniel@chickasawequipment.com	(662) 456-3398
CHICKASAW EQUIPMENT COMPANY	1246 D.L. COLLUMS DR.	TUPELO	MS	38801	(662) 842-2232	frank@chickasawequipment.com	(662) 842-2283
CHICKASAW EQUIPMENT COMPANY	1336A CITY AVE. N	RIPLEY	MS	38663	(662) 837-7676	bj@chickasawequipment.com	(662) 837-7525
CHILI IMPLEMENT COMPANY, INC.	N5560 COUNTY RD. Y	CHILI	WI	54420	(715) 683-2444	sales1.chiliimplement@tds.net	(715) 683-2427
CIRCLE C TRACTOR LLC	1510 AZALEA DR	WAYNESBORO	MS	39367	(601) 735-3103	coby@circlectractor.com	(601) 735-3482
CLANTON TRACTOR AND EQUIPMENT, INC.	909 7TH ST S	CLANTON	AL	35045	(205) 755-2100	jarradbates@clantontractor.com	(205) 755-2501
COLEMAN TRACTOR OF CLARKSVILLE	550 ALFRED THUN RD	CLARKSVILLE	TN	37040	(931) 552-2880	jsearles@colemantractor.com	(931) 552-8325
ROCKY MOUNT TRACTOR	21289 VIRGIL H. GOODE HWY.	ROCKY MOUNT	VA	24151	(540) 334-1298	rockymttractor@aol.com	(540) 334-1198
COEUR D'ALENE TRACTOR CO.	1112 W APPLEWAY AVE	COEUR D ALENE	ID	83814	(208) 765-2315	matta@cdatractor.com	(208) 667-1919
COIA IMPLEMENT SALES	4393 LYNN ROAD	RAVENNA	OH	44266	(330) 296-5280	david@coiasales.com	(330) 296-6819
COLEMAN EQUIPMENT, INC.	24000 W 43RD ST	SHAWNEE	KS	66226	(913) 422-3040	Jason@colemanequip.com	(913) 422-3044
COLEMAN EQUIPMENT OF MISSOURI, INC	112 NE HWY. 92	SMITHVILLE	MO	64089	(816) 532-8288	jason@colemanequip.com	(816) 532-4325
COLEMAN EQUIPMENT OF MISSOURI, INC	4101 NE LAKEWOOD WAY	LEES SUMMIT	MO	64064	(816) 254-5100	john@colemanequip.com	(816) 252-0063
COVE EQUIPMENT	1288 307TH STREET	MOSCOW	IA	52760	(563) 946-2112	gary@coveequip.com	(563) 946-2117
COMER EQUIPMENT COMPANY, INC.	6650 OLD YORK RD.	YORK	SC	29745	(803) 684-7609	sales_cec@comporium.net	(803) 684-1867
COOK LAWN & TRACTOR, LLC	114 NORTHGATE RD	NATCHEZ	MS	39120	(601) 445-0718	CLTNatchez@yahoo.com	(601) 445-4713
COOK TRACTOR CO., INC.	680 HWY. 80	VICKSBURG	MS	39180	(601) 636-4641	adam@cooktractorco.com	(601) 636-4633
COOPER IMPLEMENT CO., INC	103 9TH ST SE	COOPERSTOWN	ND	58425	(701) 797-2215	kdick@cooperimplement.com	(707) 797-2230
COLUMBIA KUBOTA	1120 RIVERSIDE DR.	COLUMBIA	TN	38401	(931) 388-3362	jamie@columbiakubota.com	(931) 388-2340
COASTAL MACHINERY COMPANY	6701 MOBILE HWY	PENSACOLA	FL	32526	(850) 944-2002	cdixon@coastalmachinery.com	(850) 944-7251
COASTAL MACHINERY OF CRESTVIEW, INC	1147 S. FERDON BLVD.	CRESTVIEW	FL	32536	(850) 682-3366	cdixon@coastalmachinery.com	(850) 682-6120
COUNTRY EQUIPMENT	3 N. MORGAN RD.	TUTTLE	OK	73089	(405) 392-3664	tyson@countryequipment.com	(405) 392-2506
COUNTRY EQUIPMENT	2001 W VANDAMENT AVE	YUKON	OK	73099	(405) 631-3664	tyson@countryequipment.com	(405) 632-3669
COLUMBUS EQUIPMENT CO	2329 PERFORMANCE WAY	COLUMBUS	OH	43207	(614) 443-6541	jasonc@columbusequipment.com	(614) 443-0297
COLUMBUS EQUIPMENT CO	7570 NEW CARLISLE PIKE	DAYTON	OH	45424	(937) 879-3154	jasonc@columbusequipment.com	(937) 879-3688
COLUMBUS EQUIPMENT CO	12500 WILLIAMS RD	PERRYSBURG	OH	43551	(419) 872-7101	jasonc@columbusequipment.com	(419) 874-7413
CRAIN TRACTOR & EQUIPMENT, INC.	508 HIGHWAY 98 BYP	COLUMBIA	MS	39429	(601) 736-4527	sales@craintractor.com	(601) 736-5212
CREEL TRACTOR COMPANY	3771 PALM BEACH BLVD	FORT MYERS	FL	33916	(239) 694-2185	brian@creeltractor.com	(239) 694-6059
KUBOTA OF DOUGLAS	2489 HWY 32 W	DOUGLAS	GA	31535	(912) 384-4664	jay@crosbyequipmentco.com	(912) 384-6172
CROWN DIVERSIFIED INDUSTRIES CORP	17371 N OUTER 40 ROAD	CHESTERFIELD	MO	63005	(636) 530-1911	management@heavydutyturf.com	(636) 530-4548
CROWN DIVERSIFIED INDUSTRIES CORP.	909 E. KARSCH BLVD	FARMINGTON	MO	63640	(573) 756-4121	SWIGGER@HEAVYDUTYTURF.COM	
CROWN POWER & EQUIPMENT CO., LLC	HWY 52 WEST	ELDON	MO	65026	(573) 392-0230	cpe.eld@crown-power.com	(573) 392-1888
CROWN POWER & EQUIPMENT CO., LLC	1881 E PRATHERSVILLE RD	COLUMBIA	MO	65202	(573) 443-4541	jlafoy@crown-power.com	(573) 875-0776
CROWN POWER & EQUIPMENT CO., LLC	3621 ROCKPORT HILLS RD.	JEFFERSON CITY	MO	65101	(573) 636-5281	jgrothoff@crown-power.com	(573) 636-5680
CROWN POWER & EQUIPMENT CO., LLC	510 BLEES INDUSTRIAL DR	MACON	MO	63552	(660) 395-1066	jwilson@crown-power.com	
CROWN POWER & EQUIPMENT CO., LLC	22089 HWY 127	LA MONTE	MO	65337	(660) 347-5855	jtucker@crown-power.com	(660) 347-5899
CROWN POWER & EQUIPMENT CO., LLC	22595 HWY. H	MONETT	MO	65708	(417) 235-5222	melbert@crown-power.com	(417) 235-6478
CROWN POWER & EQUIPMENT CO., LLC	2715 HIGHWAY A	MT. STERLING	MO	65062	(573) 943-6323		(573) 943-6358
CROWN POWER & EQUIPMENT CO., LLC	1660 EAST CHESTNUT EXPRESSWAY	SPRINGFIELD	MO	65802	(417) 866-5588	jcolvett@crown-power.com	(417) 866-2701
CRYSTAL KUBOTA & EQUIPMENT	1580 S WOODLAND BLVD	DELAND	FL	32720	(386) 734-2119	slade.smith@crystaltractor.com	(386) 738-2012
CRYSTAL KUBOTA	3701 W. MAIN STREET	LEESBURG	FL	34748	(352) 787-1234	slade.smith@crystaltractor.com	(352) 787-1452
CRYSTAL KUBOTA & EQUIPMENT	14811 N.W. HWY 19	CHIEFLAND	FL	32626	(352) 490-7061	slade.smith@crystaltractor.com	
CRYSTAL TRACTOR & EQUIPMENT - PALAT	625 SOUTH SR 19	PALATKA	FL	32177	(386) 385-5668	Shawn.sadler@crystaltractor.com	
CRYSTAL TRACTOR & EQUIPMENT - LIVE	1722 OHIO SOUTH	LIVE OAK	FL	32064	(386) 362-1887	Shawn.sadler@crystaltractor.com	
CRYSTAL TRACTOR & EQUIPMENT - MADIS	491 SW RANGE AVE	MADISON	FL	32340	(850) 973-2245	shawn.sadler@crystaltractor.com	
CRYSTAL TRACTOR & EQUIPMENT - HASTI	8515 STATE ROAD 207	HASTINGS	FL	32145	(904) 692-3673	shawn.sadler@crystaltractor.com	
GRAND KUBOTA	4625 E US HWY 30	GRAND ISLAND	NE	68801	(308) 382-0166	rich@grandkubota.net	(308) 384-1139
WESTERN MARYLAND OUTDOOR POWER	1619 GARDEN VIEW DR	CUMBERLAND	MD	21502	(301) 759-3200	michele.wmop@gmail.com	(301) 759-3500
CUMBERLAND TRACTOR KUBOTA	1530 MIDDLE LOOP RD	FAYETTEVILLE	NC	28312	(910) 483-3892	jimcooney@cumberlandtractor.com	(910) 483-2173
CUMMINS EQUIPMENT CO., INC.	717 WHITE HORSE PIKE	HAMMONTON	NJ	8037	(609) 561-0141	nlamonaca@cumminsequip.com	
DAN'S TRACTOR, INC.	8012 N.E. 219TH ST.	BATTLE GROUND	WA	98604	(360) 687-3000	shop@danstractor.com	(360) 687-2140
DE KANE EQUIPMENT CORPORATION	47W619 US-30	BIG ROCK	IL	60511	(630) 556-3271	mjohnstone@dekane.com	(630) 556-3079
DEEN KUBOTA, LLC	703 WEST BROAD ST.	FORNEY	TX	75126	(972) 552-3151	jeffd@deenkubota.com	(972) 552-3974
DEEN KUBOTA, LLC	303 CORKY BOYD AVE	WILLS POINT	TX	75169	(903) 873-2451	jeffd@deenkubota.com	(903) 873-4127
DEER CREEK SALES, INC.	1540 LINN RD.	WILLIAMSTON	MI	48895	(517) 655-1788	danb@deercreeksales.com	
DEIKE IMPLEMENT CO.	1907 E BREMER AVE	WAVERLY	IA	50677	(319) 352-1117	information@deikeimplement.com	(319) 352-3732
DERBY STATE EQUIPMENT SALES	200 AUTOMOTIVE DR	RICHMOND	KY	40475	(859) 623-5167	r.coots@derbystateequipment.com	

DERR EQUIPMENT	11001 HIGHWAY 71	SAVANNAH	MO	64485	(816) 324-5618	bderr@derrequipment.com	(816) 324-1254
DICKINSON EQUIPMENT, INC.	1200 BRAGG ROAD	FREDERICKSBURG	VA	22407	(540) 786-8383	clay@dickinsonequipmentinc.com	(540) 786-4986
DICKSON FARM SALES	908 HWY. 70 WEST	DICKSON	TN	37055	(615) 446-9381	charlie@dicksonfarmsales.com	(615) 446-2776
DILLON TRACTOR & IMPLEMENT CO., INC	1417 HWY. 301 SOUTH	DILLON	SC	29536	(843) 774-9081	dlynn@dillontractor.com	(843) 774-6005
DINKEL IMPLEMENT CO.	3615 W NORFOLK AVE	NORFOLK	NE	68701	(402) 371-5092	braddinkel@dinkels.net	(402) 371-4416
RJV KUBOTA	3356 RUDY STREET	KNOXVILLE	TN	37921	(865) 970-2840	bparker@rjvequipment.com	(864) 392-1345
DIXIE TRACTOR COMPANY, INC.	4196 AL HIGHWAY 157	CULLMAN	AL	35058	(256) 734-6464	lnewman@dixiekubota.com	(256) 734-6054
DOLK TRACTOR COMPANY	242 NORTH FRONT ST.	RIO VISTA	CA	94571	(707) 374-6438	dolktractor@outlook.com	(707) 374-6430
DOOLEY TRACTOR CO.	109 CONGRESS PKWY N	ATHENS	TN	37303	(423) 745-1302	dooleytractor47@gmail.com	(423) 745-1492
DORRS' EQUIPMENT COMPANY	1468 HAMMOND ST.	BANGOR	ME	4401	(207) 945-5965	jking@dorrsequipment.com	(207) 990-4924
DOTTERER EQUIPMENT, INC.	6547 NITTANY VALLEY DR.	MILL HALL	PA	17751	(570) 726-3471	kw@dotterequip.com	(570) 726-3129
DRAGOON'S FARM EQUIPMENT, INC.	2507 STATE ROUTE 11	MOOERS	NY	12958	(518) 236-7110	jennifer@dragoonsfarmequipment.com	(518) 236-6528
RIVER VALLEY TRACTOR - CONWAY	2345 E OAK ST	CONWAY	AR	72032	(501) 329-3400	nathana@rivervalleytractor.com	(501) 329-1395
E.Z. WHEELS, INC.	403 HIGHWAY 43 S	PELAHATCHIE	MS	39145	(601) 854-5162	jj.risher@ezwheelsinc.com	(601) 854-7943
EAGLE POWER AND EQUIPMENT CORP.	1420 PHOENIXVILLE PIKE	WEST CHESTER	PA	19380	(610) 458-7054	bmcdonald@eaglepe.com	(610) 458-7094
EASTSIDE EQUIPMENT	2820 17TH AVENUE SE	WATERTOWN	SD	57201	(605) 753-9897	johnnyr@eastsidesd.com	(605) 532-3481
DAVIS FARM SUPPLIES, INC.	1200 N. MAIN ST.	PERRYVILLE	MO	63775	(573) 547-4556	pklaus@davisfs.com	(573) 547-4559
DAVIS FARM SUPPLIES, INC.	5547 US HWY. 61	JACKSON	MO	63755	(573) 243-1300	sking@davisfs.com	(573) 243-1624
DAVIS EQUIPMENT COMPANY	2277 GREENUP AVE.	ASHLAND	KY	41101	(606) 324-5533	bandit2@zoomnet.net	(606) 325-0933
EBERHARD EQUIPMENT	2506 S. HARBOR BLVD.	SANTA ANA	CA	92704	(714) 957-1111	kwright@eberhardequipment.com	(714) 549-0848
EBERHARD EQUIPMENT	86-100 AVE 54	COACHELLA	CA	92236	(760) 398-4141	al@eberhardequipment.com	(760) 398-6635
EDENTON TRACTOR & IMPLEMENT CO.	517 VIRGINIA RD	EDENTON	NC	27932	(252) 482-4476	christy.etico@gmail.com	(252) 482-4478
EDGELLER & HARPER FARM EQUIPMENT	4973 US HWY. 160	WEST PLAINS	MO	65775	(417) 256-0420	bedgeller@hotmail.com	(417) 256-0423
EDWARDS EQUIPMENT	1375 EAST MAIN ST.	DANVILLE	IN	46122	(317) 745-6427	ld_edwards@sbcglobal.net	(317) 745-0678
JOHNSON EQUIPMENT COMPANY	1590 VINSON BLVD	BRUNSWICK	NC	28424	(910) 642-6051	jec.sales00@gmail.com	(910) 642-4939
ELLIS TOPLINE EQUIPMENT, LTD.	1313 FORT WORTH HWY.	WEATHERFORD	TX	76086	(817) 594-4865	swatson@ellisequip.com	(817) 594-4225
ELLIFF MOTORS	4300 S. EXPRESSWAY 83	HARLINGEN	TX	78552	(956) 423-9440	STEPHANIE@ELLIFFMOTORS.COM	(956) 423-3451
EMERICH SALES & SERVICE, INC.	187 VALENTINE RD.	CHARLTON	NY	12019	(518) 399-8574	KEmerich@EmerichSales.com	(518) 384-1363
EMERICH SALES & SERVICE, INC.	1369 US ROUTE 9	FT. EDWARD	NY	12828	(518) 636-5580	Kemerich@emerichsales.com	(518) 636-5575
EMPIRE TRACTOR, INC.	1437 RT 318	WATERLOO	NY	13165	(315) 539-7000	Danrd@empiretractor.com	(315) 539-7200
EMPIRE TRACTOR, INC.	ROUTE 371	ATLANTA	NY	14808	(585) 534-5935	Timc@empiretractor.com	(585) 534-5511
EMPIRE TRACTOR, INC.	638 STATE ROUTE 13	CORTLAND	NY	13045	(607) 753-9656	martyc@empiretractor.com	(607) 753-9662
EMPIRE TRACTOR, INC.	22537 MURROCK CIRCLE	WATERTOWN	NY	13601	(315) 788-1115	Timc@empiretractor.com	
EAGLE POWER TURF AND TRACTOR	697 N. MAIN STREET	DOYLESTOWN	PA	18901	(215) 348-9041	jkehoe@eagleptt.com	
EAGLE POWER TURF AND TRACTOR	1420 PHOENIXVILLE PIKE	WEST CHESTER	PA	19380	(610) 458-7054	jkehoe@eagleptt.com	
EAGLE POWER AND EQUIPMENT CORP.	697 N. MAIN STREET	DOYLESTOWN	PA	18901	(215) 348-9041	bmcdonald@eaglepe.com	
ENGINE POWER SOURCE INC.	348 BRYANT BLVD	ROCK HILL	SC	29732			
ERB & HENRY EQUIP., INC.	22-26 HENRY AVE	NEW BERLINVILLE	PA	19545	(610) 367-2169	email@erbhenry.com	(610) 367-6715
EVERGREEN TRACTOR AND EQUIPMENT INC	1017 RONALD REAGAN HWY.	COVINGTON	LA	70433	(985) 893-3720	james@evergreentractor.com	(985) 893-5198
EQUIPMENT SOURCE, INC.	1919 VAN HORN RD.	FAIRBANKS	AK	99701	(907) 458-9049	NickF@esialaska.com	(907) 458-7180
EQUIPMENT SOURCE, INC	7780 OLD SEWARD HWY.	ANCHORAGE	AK	99518	(907) 341-2250	johnh@esialaska.com	(907) 341-2252
EVANS EQUIPMENT CO., INC.	RT 12 BOX 438	REMSEN	NY	13438	(315) 831-3091	revans@evansequip.net	(315) 831-4183
SPRINGDALE TRACTOR CO. - TULSA	7700 NEW SAPULPA RD	TULSA	OK	74131	(918) 224-1565	ttipton@springdaletractor.com	(918) 227-2846
SPRINGDALE TRACTOR CO. - PRYOR	4601 S MILLS ST	PRYOR	OK	74361	(918) 825-3445	rwoods@springdaletractor.com	(918) 825-3445
EWALD KUBOTA, INC.	1900 I-10 WEST	SEGUIN	TX	78155	(830) 379-4591	chris.c@ewaldkubota.com	(830) 303-2100
EWALD KUBOTA, INC.	29171 INTERESTATE 10 W	BOERNE	TX	78006	(830) 755-5305	jake.r@ewaldkubota.com	(830) 755-5328
EWALD KUBOTA, INC.	2600 BUSINESS LOOP 181 N	FLORESVILLE	TX	78114	(830) 216-7279	jennifer.s@ewaldkubota.com	(830) 216-7451
EWALD KUBOTA, INC.	5522 N US 281	MARBLE FALLS	TX	78654	(830) 798-8800	lance.a@ewaldkubota.com	(830) 798-8709
EWALD KUBOTA, INC.	4715 HWY 71 E	DEL VALLE	TX	78617	(512) 385-2800	john.h@ewaldkubota.com	(512) 385-8709
EWALD KUBOTA, INC.	3701 EAST 4TH ST	TAYLOR	TX	76574	(512) 352-5548	shaun.l@ewaldkubota.com	
EWALD KUBOTA	309 SOUTH PADRE ISLAND DR	CORPUS CHRISTI	TX	78405	(361) 289-0818	terry.j@EWALDKUBOTA.COM	(361) 289-0819
EWALD KUBOTA, INC.	2650 N AUSTIN AVE	GEORGETOWN	TX	78626	(512) 868-8686	jake.a@ewaldkubota.com	(512) 863-9253
EWALD KUBOTA	16345 IH 35 N	SELMA	TX	78154	(210) 741-7631	monty.p@ewaldkubota.com	
EWALD KUBOTA, INC	3474 E. US HWY 290	FREDERICKSBURG	TX	78624	(830) 212-4929	ty.c@ewaldkubota.com	
EWALD KUBOTA, INC.	4545 W STATE HWY 71	LA GRANGE	TX	78945	(830) 755-5303	chad.l@ewaldkubota.com	
H & R Agri-Power Farm & Turf	13998 STATE HIGHWAY 34	BENTON	IL	62812	(618) 438-4721	josh.underwood@hragripower.com	(618) 435-2155
F & W EQUIPMENT CORP.	164 BOSTON POST RD.	ORANGE	CT	6477	(203) 795-0591	jimfunk@fwequip.com	(203) 795-0596

FACKLER COUNTRY GARDENS, INC.	2326 NEWARK GRANVILLE RD.	GRANVILLE	OH	43023	(740) 522-3128	fcggeorge@yahoo.com	(740) 522-4357
FACKLER EQUIPMENT COMPANY	653 HOME RD N	ONTARIO	OH	44906	(419) 526-1300	fcggeorge@yahoo.com	(419) 526-2323
FACKLER KUBOTA TRACTOR & EQ. BARN	468 HARCOURT RD	MOUNT VERNON	OH	43050	(740) 397-4400	fcgjohnl@yahoo.com	(740) 522-4357
FALLIN TRACTOR CO., INC.	29 HWY 79 BYPASS N	MAGNOLIA	AR	71753	(870) 234-4134	fallintractor@yahoo.com	(870) 234-3167
FARLEY TRACTOR CO., INC.	101 OAKHILL RD	JASPER	AL	35504	(205) 221-2400	charlie@farleykubota.com	(205) 221-5290
FARM DEPOT 1, LTD	275 COLUMBIA ST	CARO	MI	48723	(989) 673-6172	mike@farmdepot.biz	(989) 673-6789
FARM COUNTRY, INC.	1111 WEST INDUSTRIAL DR	SULPHUR SPRINGS	TX	75482	(903) 885-7561	eric@farmcountrytx.com	(903) 439-1053
FARM EQUIPMENT HEADQUARTERS, INC.	731 AIRPORT RD	PENDLETON	OR	97801	(541) 276-6222	shane@feheq.com	(541) 276-7133
FARM & POWER - LAWN & LEISURE, INC.	1702 BUSINESS LOOP 70 E.	COLUMBIA	MO	65201	(573) 442-1139	gwerkmeister@fplal.com	(573) 449-7563
FARMBELT EQUIPMENT, INC.	87 HWY. 84 EAST	BROOKHAVEN	MS	39601	(601) 833-3501	Blake.Smith@Farmbeltinc.com	(601) 833-1887
FARMERS EQUIPMENT, INC.	1749 E US HWY 36	URBANA	OH	43078	(937) 652-2233	rherrmann@farmerseq.com	
FARMERS EQUIPMENT, INC.	6008 ELIDA RD	ELIDA	OH	45807	(419) 339-7000	bbaxter@farmerseq.com	(419) 339-6511
FARMERS EQUIPMENT, INC.	13833 US HIGHWAY 33	LAKEVIEW	OH	43331	(419) 568-4392	epease@farmerseq.com	(419) 568-7750
FARMERS EQUIPMENT, INC.	10751 HWY 122	UPPER SANDUSKY	OH	43351	(419) 294-3876	tkohl@farmerseq.com	
FARMERS IMPLEMENT & IRRIGATION	3023 E HWY 14 BYPASS	BROOKINGS	SD	57006	(605) 692-6153	michelel@farmersii.com	(605) 692-7188
FARMERS EQUIPMENT, INC.	5565 OH 37	DELAWARE	OH	43015	(740) 513-4842	drister@farmerseq.com	
FARMERS TRACTOR & EQUIPMENT CO.	1132 S. MAIN ST.	PORTERVILLE	CA	93257	(559) 784-4967	Randyfte@att.net	(559) 784-6445
THE FARM SHOP INC.	54618 STATE HWY 6	EDINA	MO	63537	(660) 397-3550	alan.dixson@hotmail.com	
FELDMANN SALES & SERVICE, INC.	1014 S. WISCONSIN DRIVE	HOWARDS GROVE	WI	53083	(920) 565-3939	michelle@feldmannsales.com	(920) 565-3070
FIRST CHOICE FARM & LAWN	1800 W REELFOOT AVE	UNION CITY	TN	38261	(731) 885-1315	rparks@firstchoicekubota.com	(731) 885-1317
FIRST CHOICE FARM & LAWN	305 US HIGHWAY 51 BYPASS NORTH	DYERSBURG	TN	38024	(731) 882-1855	borr@firstchoicekubota.com	(731) 286-4552
FIRST CHOICE FARM AND LAWN	9095 HWY 128 SOUTH	SAVANNAH	TN	38372	(731) 925-2141	cparks@firstchoicekubota.com	(731) 925-9056
FIRST CHOICE FARM & LAWN	3350 HIGHWAY 45N	MAYFIELD	KY	42066	(270) 856-4355	lharper@firstchoicekubota.com	(270) 856-4356
FIRST CHOICE FARM & LAWN	12701 HWY. 64	EADS	TN	38028	(901) 616-5129	jprather@firstchoicekubota.com	
FIRST CHOICE FARM AND LAWN	9586 HWY 49N	BROOKLAND	AR	72417	(870) 790-2301	cmontgomery@firstchoicekubota.com	(870) 790-2302
First Choice Farm & Lawn	10950 US Hwy 62	Calvert City	KY	42029	(270) 898-2377	JYORK@FIRSTCHOICEKUBOTA.COM	
1ST CHOICE EQUIPMENT, LLC	1555 ATLANTIC DRIVE	WEST CHICAGO	IL	60185	(630) 510-6050	dban@1stchoiceequipment.com	(630) 510-6051
1ST CHOICE EQUIPMENT, LLC	1305 SENTRY DR.	WAUKESHA	WI	53186	(262) 521-5802	mharbaugh@1stchoiceequipment.com	(262) 521-5801
FLINT NEW HOLLAND, INC.	3266 EAST BRISTOL ROAD	BURTON	MI	48529	(810) 744-2030	flintnewholland@gmail.com	(810) 744-0444
FLORIDA COAST EQUIPMENT, LLC	357 PIKE ROAD	WEST PALM BEACH	FL	33411	(561) 209-2705	BKIMPTON@FLORIDACOASTEQ.COM	(561) 209-2731
FLORIDA COAST EQUIPMENT, LLC	3030 CUYLER STREET	MIMS	FL	32754	(321) 267-2023	bkimpton@FLORIDACOASTEQ.COM	(321) 267-5824
FLORIDA COAST EQUIPMENT, LLC	3827 LAND O LAKES BLVD	LAND O LAKES	FL	34639	(813) 995-2533	jowens@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	404 N. FRONTAGE RD.	PLANT CITY	FL	33563	(813) 764-0603	wcullen@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	694 COMMERCIAL BLVD.	NAPLES	FL	34104	(239) 435-1667	btrucksess@floridacoasteq.com	(239) 435-9153
FLORIDA COAST EQUIPMENT, LLC	6000 ORANGE AVENUE	FORT PIERCE	FL	34947	(772) 461-1003	kweatherington@floridacoasteq.com	(772) 461-1007
FLORIDA COAST EQUIPMENT, LLC	5211 W. SILVER SPRINGS BLVD.	OCALA	FL	34482	(352) 368-2400	lwebb@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	4016 W. SOUTHERN STREET	LECANTO	FL	34461	(352) 527-2001	sfinn@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	2114 SOUTH ORANGE BLOSSOM TRAIL	APOPKA	FL	32703	(407) 801-1234	abunton@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	1750 E. IRLO BRONSON MEMORIAL HIGHW	KISSIMMEE	FL	34744	(407) 452-0550	grivera@floridacoasteq.com	
FLORIDA COAST EQUIPMENT, LLC	2695 DAVIE RD	DAVIE	FL	33314	(954) 916-1020	bkimpton@FLORIDACOASTEQ.COM	
FLORIDA COAST EQUIPMENT, LLC	4801 NW 77TH AVE	MIAMI	FL	33166	(305) 592-7890	ogue@FLORIDACOASTEQ.COM	
FLORIDA COAST EQUIPMENT, LLC	1995 NE 8TH ST	HOMESTEAD	FL	33033	(786) 733-6224	jjimenez@floridacoasteq.com	
FLOYD'S KUBOTA, INC	310 ALASKA FRONTAGE RD.	BELGRADE	MT	59714	(406) 388-1505	kpereira@floydskubota.com	(406) 388-1602
FLOYD'S KUBOTA, INC.	515 W HWY 14/34	FT. PIERRE	SD	57532	(605) 223-3100	bblow@floydstrucks.com	
RJV KUBOTA	140 CHARTER PLACE	LA VERGNE	TN	37086	(615) 793-7576	bparker@rjvequipment.com	(615) 793-6026
NOR CAL TRACTOR & EQUIPMENT	2540 GATEWAY DR	ANDERSON	CA	96007	(530) 221-6800	norcalchelsey@gmail.com	(530) 221-6808
GOODMAN AG	2555 W. AMADOR AVE	LAS CRUCES	NM	88005	(575) 524-0356	chris@goodmanag.com	
GOODMAN AG	510 E. MAIN ST	FABENS	TX	79838	(915) 764-1068	chris@goodmanag.com	
FRANKLIN KUBOTA, LLC	1561 COLUMBIA AVE.	FRANKLIN	TN	37064	(615) 790-7860	matt@franklinkubota.com	(615) 791-1396
FRANKLIN TRACTOR & EQUIPMENT	770 OLDE WALKER RD	CHAMBERSBURG	PA	17202	(717) 263-5500	franklinkubota02@gmail.com	(717) 263-9100
LINDER TURF & TRACTOR	5504 15TH. ST. EAST	BRADENTON	FL	34203	(941) 758-2020	PETE.LUTJENS@LINDERTT.COM	(941) 755-4805
RIPPEON EQUIPMENT COMPANY	9640 LIBERTY RD.	FREDERICK	MD	21701	(301) 898-1200	michael@rippeonequipment.com	(301) 898-0448
RIPPEON EQUIPMENT COMPANY	3828 WASHINGTON BLVD	BALTIMORE	MD	21227	(410) 247-9600	jonathan@rippeonequipment.com	
FREEMAN CREEK EQUIPMENT, INC.	7511 US 31	FREE SOIL	MI	49411	(231) 464-5155	jpatulski@freemancreekequipment.om	(231) 464-5159
CHEYENNE KUBOTA, INC.	3420 E LINCOLNWAY	CHEYENNE	WY	82001	(307) 637-0609	tom@cheyennwkubota.com	(307) 632-3553
FRONT RANGE KUBOTA, INC	7983 CHERRYWOOD LOOP	KIOWA	CO	80117	(303) 625-9811	jeff@frontrangekubota.com	(303) 646-0357
FRONT RANGE KUBOTA, INC.	9479 BANDLEY DRIVE	FOUNTAIN	CO	80817	(719) 392-9292	jeff@frontrangekubota.com	(719) 392-0775

FULLER TRACTOR COMPANY	1905 W HWY 59	BEEVILLE	TX	78102	(361) 358-4084	fullertractorco@sbcglobal.net	(361) 358-4095
FULLER TRACTOR COMPANY	3310 W. HWY. 44	ALICE	TX	78332	(361) 668-9800	okf2@sbcglobal.net	(361) 668-9803
FULTON TRACTOR & EQUIPMENT, INC.	22699 GREAT COVE RD	MCCONNELLSBURG	PA	17233	(717) 485-4800	jcreed10@yahoo.com	(717) 485-4976
RIPPEON EQUIPMENT COMPANY	700 E. DIAMOND AVE.	GAITHERSBURG	MD	20877	(301) 670-9300	jonathan@rippeonequipment.com	(301) 926-3705
WESTERN MARYLAND OUTDOOR POWER	19530 FRONT GARRETT HWY	OAKLAND	MD	21550	(301) 387-4500	brandon.wmop@gmail.com	(301) 387-4800
GARTON TRACTOR, INC.	211 CRESCO CT	SANTA ROSA	CA	95407	(707) 586-1790	cwiesner@gartontractor.com	(707) 586-1745
GARTON TRACTOR, INC.	285 TALMAGE RD	UKIAH	CA	95482	(707) 468-5880	bcampbell@gartontractor.com	(707) 468-5881
GARTON TRACTOR, INC.	700 SOUTH HWY. 59	MERCED	CA	95341	(209) 726-4600	kballard@gartontractor.com	(209) 726-5122
GARTON TRACTOR, INC.	2924 FRENCH CAMP TURNPIKE RD	STOCKTON	CA	95206	(209) 948-5401	jfilkins@gartontractor.com	(209) 463-5794
GARTON TRACTOR, INC.	2400 N GOLDEN STATE BLVD	TURLOCK	CA	95380	(209) 632-3931	bengarton@gartontractor.com	(209) 632-8006
GARTON TRACTOR, INC.	2101 L ST	NEWMAN	CA	95360	(209) 862-3760	billgarton@aol.com	(209) 862-0213
GARTON TRACTOR, INC.	5933 MCHENRY AVE	MODESTO	CA	95356	(209) 538-0911	bengarton@gartontractor.com	(209) 538-3617
GARY'S TRACTOR AND IMPLEMENT, INC.	727 E. MAIN ST.	WAUKON	IA	52172	(563) 568-3509	servicemng@neitel.net	(563) 568-6457
GATORLAND KUBOTA	4502 NW 13TH ST	GAINESVILLE	FL	32609	(352) 376-4506	mark@gatorlandkubota.com	(352) 336-7474
GENE & MATT TRACTOR SALES, INC.	652 ATLANTA HWY NW	WINDER	GA	30680	(770) 867-3179	geneandmatt@msn.com	(770) 307-1542
GERMAN-BLISS EQUIPMENT, INC.	624 W SPRING ST	PRINCEVILLE	IL	61559	(309) 385-4316	ggerman@germanbliss.com	(309) 385-2540
GERMAN-BLISS EQUIPMENT, INC.	215 FAIRLANE DR.	EAST PEORIA	IL	61611	(309) 694-3700	rnaples@germanbliss.com	(309) 694-3754
GINOP SALES, INC.	11274 M-68 WEST	ALANSON	MI	49706	(231) 548-2272	colleen@ginopsales.com	(231) 548-2278
GINOP SALES, INC.	9040 M-72 EAST	WILLIAMSBURG	MI	49690	(231) 267-5400	johnh@ginopsales.com	(231) 267-5477
GINOP SALES, INC.	20831 M-32 WEST	HILLMAN	MI	49746	(989) 742-7500	hillman@ginopsales.com	(989) 742-7419
GLENN B. DORNING, INC.	1744 E. HOLT BLVD.	ONTARIO	CA	91761	(909) 983-2089	teri@gbdorning.com	(909) 988-5628
GOLD COUNTRY TRACTORS, INC.	418 EAST MAIN ST.	GRASS VALLEY	CA	95945	(530) 272-7251	patklauer@hotmail.com	(530) 272-5426
GOLD COUNTRY TRACTORS, INC.	10230 OPHIR ROAD	NEWCASTLE	CA	95658	(530) 823-1200	goldcountrytractorsinc@gmail.com	(530) 823-8027
SPRINGDALE TRACTOR CO. - GROVE	33600 SOUTH 620 RD.	GROVE	OK	74344	(918) 791-9070	john@springdaletractor.com	(918) 791-9071
Great Plains Ardmore	501 North Commerce Street	Ardmore	OK	73401	(580) 223-7889		
GREAT PLAINS CLINTON	1411 S HWY 183	CLINTON	OK	73601	(580) 832-3379	bdc@gpkubota.com	
GREAT PLAINS STILLWATER	4505 S PERKINS RD	STILLWATER	OK	74074	(405) 372-2100	bdc@gpkubota.com	
GREAT PLAINS DUNCAN	4575 N HIGHWAY 81	DUNCAN	OK	73533	(580) 255-1117	wclark@gpkubota.com	(580) 251-9538
GREAT PLAINS ADA	1601 NORTH MISSISSIPPI AVE	ADA	OK	74820	(580) 427-9000	bdc@gpkubota.com	(580) 427-9002
GREAT PLAINS SHAWNEE	14280 US HIGHWAY 177	SHAWNEE	OK	74804	(405) 275-4455	bdc@gpkubota.com	(405) 275-8529
GREAT PLAINS EDMOND	6505 NORTH I-35 FRONTAGE RD	EDMOND	OK	73034	(405) 330-5300	bdc@gpkubota.com	(405) 427-9002
GREAT PLAINS NORMAN	2548 MELBA LN.	NORMAN	OK	73072	(405) 246-1144	bdc@gpkubota.com	
KUBOTA OF MCMINNVILLE	532 HARRISON FERRY RD.	MCMINNVILLE	TN	37110	(931) 474-1201	walterm.kom@gmail.com	(931) 474-1206
GREEN & SONS, LTD	12350 STATE ROUTE 56 SE	MOUNT STERLING	OH	43143	(740) 852-2205	bill.green@greenandsons.com	(740) 869-2234
GREEN & SONS, LTD	18987 STATE ROUTE 347	RAYMOND	OH	43067	(937) 553-3999	peyton.green@greenandsons.com	(937) 246-8022
GREENE COUNTY KUBOTA & EQ LLC	110 BURNS STREET	GREENEVILLE	TN	37745	(423) 636-1370	matt.jones@johnsoncitykubota.com	(423) 636-1372
GREENHILL FARMS EQUIPMENT, INC.	28361 STATE HIGHWAY 77	CAMBRIDGE SPRINGS	PA	16403	(814) 967-3223	ghfarms1@windstream.net	(814) 967-3223
GREEN VALLEY TRACTOR	4135 ABERNATHY RD.	FAIRFIELD	CA	94534	(707) 425-8933	kim@greenvalleytractor.com	(707) 425-8034
GREENVILLE TRACTOR CO., INC	2207 N PLEASANTBURG DR	GREENVILLE	SC	29609	(864) 232-2463	ptoole05@gmail.com	(864) 232-2083
GRUBB IMPLEMENT STORE, INC.	221 3RD STREET	COVINGTON	IN	47932	(765) 793-3282	kegrubb@att.net	(765) 793-1637
H & R AGRI-POWER	1700 NASHVILLE ST	RUSSELLVILLE	KY	42276	(270) 726-4545	lc.hudson@hrapgripower.com	(270) 726-3841
H & R AGRI-POWER	11 HIGHLAND RIM ROAD	FAYETTEVILLE	TN	37334	(931) 433-3516	clay.parris@hragripower.com	(931) 438-0625
H & R AGRI-POWER	1464 U.S. HWY. 60 WEST	MORGANFIELD	KY	42437	(270) 389-1424	craig.gough@hragripower.com	(270) 389-4223
H & R AGRI-POWER	7809 US HWY. 31 SOUTH	TANNER	AL	35671	(256) 232-9115	clay.parris@hragripower.com	(256) 353-8440
H & R AGRI-POWER	841 SOUTH FRONTAGE RD.	COLUMBUS	MS	39701	(662) 328-5341	marty.sanders@hragripower.com	(662) 328-1871
HAGAN'S OUTDOOR EQUIPMENT	5600 OLD KENTUCKY HWY. 54	PHILPOT	KY	42366	(270) 729-4721	info@gohagan.com	(270) 729-2337
HAGAN'S OUTDOOR EQUIPMENT	325 SALEM DR.	OWENSBORO	KY	42303	(270) 684-8488	info@gohagan.com	(270) 729-4721
HAGAN'S OUTDOOR EQUIPMENT	6320 HANSON ROAD	MADISONVILLE	KY	42431	(270) 322-8181	info@gohagan.com	
HAMMER EQUIPMENT, LLC	4604 S. FIRST ST	LUFKIN	TX	75904	(936) 634-7000	larry@hammertractor.com	(936) 634-6999
HAMMER EQUIPMENT, LLC	2720 NW STALLINGS DR	NACOGDOCHES	TX	75964	(936) 564-1000	larry@hammertractor.com	(936) 305-5048
HAMMER EQUIPMENT, LLC	2581 N. WHEELER ST	JASPER	TX	75951	(409) 383-6000	peewee@hammertractor.com	(409) 383-6001
HANFORD EQUIPMENT COMPANY	309 E. 7TH STREET	HANFORD	CA	93230	(559) 582-0443	hec.terri.durham@att.net	(559) 584-8514
HARRY'S MOTORSPORTS	640 MAIN ST.	PRESQUE ISLE	ME	4769	(207) 764-7180	harrys_motorsports@yahoo.com	(207) 764-2316
HARTSVILLE OUTDOOR EQUIPMENT, INC.	810 W. BOBO NEWSOM HWY.	HARTSVILLE	SC	29550	(843) 383-0767	JOHNNY@HARTSVILLEEQUIPMENT.COM	(843) 383-5301
HEARTLAND TRACTOR COMPANY	2900 N. OSAGE BLVD	NEVADA	MO	64772	(417) 667-9180	jason.hjartarson@heartlandtractor.com	(417) 667-8102
HEARTLAND TRACTOR COMPANY	30211 SE OUTER RD.	HARRISONVILLE	MO	64701	(816) 884-2551	jason.hjartarson@heartlandtractor.com	(816) 884-2288
HAUG KUBOTA, LLC	3585 HWY. 12 E.	WILLMAR	MN	56201	(320) 235-2717	brianlingle@haugkubota.com	(320) 235-2771

HAYDON EQUIPMENT, INC.	40 KENTUCKY HWY. 392	CYNTHIANA	KY	41031	(859) 234-4621	haydonequipment@georg.twcbc.com	(859) 234-4624
HAYS TRACTOR & EQUIPMENT, INC.	545 HIGHWAY 11 SOUTH	SOCIAL CIRCLE	GA	30025	(770) 786-3334	sheila@haystractor.com	(770) 786-3335
HEARTLAND KUBOTA, LLC	2450 HEARTLAND DR MAIN	SHERIDAN	WY	82801	(307) 672-8011	christa@heartlandkubota.com	(307) 673-2742
HEART MOUNTAIN FARM SUPPLY	1019 US HIGHWAY 14A	POWELL	WY	82435	(307) 754-5169	admin@heartmountainequipment.com	(307) 754-2157
HENARD FOOTHILLS EQUIPMENT, INC.	1920 SOUTH MAIN ST.	SEARCY	AR	72143	(501) 268-1987	mickey@henardutility.com	(501) 268-7437
HENDERSON IMPLEMENT AND MARINE LLC	2351 E MCNEESE ST	LAKE CHARLES	LA	70607	(337) 436-4366	lhurt@hi-m.us	(337) 436-9797
HENDERSON IMPLEMENT AND MARINE LLC	11238 VETERANS MEMORIAL DR.	ABBEVILLE	LA	70510	(337) 893-1451	lhurt@hi-m.us	(337) 893-3832
HENDRIX MACHINERY, INC.	1725 OLD DEAN FOREST ROAD	POOLER	GA	31322	(912) 964-7790	SALES@HENDRIXMACHINERY.COM	(912) 964-7793
HERMANSEN'S EQUIPMENT, INC.	1409 S HWY 89	EPHRAIM	UT	84627	(435) 283-6536	hermequ@mail.manti.com	(435) 283-6538
HIGHWAY EQUIPMENT COMPANY OF NJ,INC	615 STATE ROUTE 33	MILLSTONE	NJ	8535	(732) 446-7600	kub-gen@highway-equipment.com	(732) 446-9255
HIX BROTHERS TRACTOR SERVICE, INC.	1801 S JEFFERSON AVE	COOKEVILLE	TN	38506	(931) 526-9621	alan@hixtractor.com	(931) 526-5760
HOBDY, DYE & READ, INC.	5317 NASHVILLE RD.	BOWLING GREEN	KY	42101	(270) 796-4105	cody@hdrtractors.com	(270) 796-4024
HOBDY, DYE & READ, INC.	261 BURNLEY RD.	SCOTTSVILLE	KY	42164	(270) 622-5105	cindy@hdrtractors.com	(270) 622-6728
HOBDY, DYE & READ, INC.	1410 S HIGHWAY 261	HARDINSBURG	KY	40143	(270) 756-2555	cindy@hdrtractors.com	(270) 756-2575
HOBDY, DYE & READ, INC.	1122 CAMPBELLSVILLE RD.	COLUMBIA	KY	42728	(270) 384-2017	cindy@hdrtractors.com	(270) 384-9600
H & R Agri-Power	106 N County Rd 200 E	Washington	IN	47501	(812) 254-3970	dan.price@hragripower.com	(812) 254-3994
H & R Agri-Power Farm & Turf	532 Harrison Ferry Rd	McMinnville	TN	37110	(931) 474-1201		
HOGAN GRAIN, INC.	6810 WOODCOCK RD.	MACON	IL	62544	(217) 865-2450	terryhogangrainequip@gmail.com	(217) 865-3340
HOLBROOK EQUIPMENT, LLC	4168 KY 15 NORTH	CAMPTON	KY	41301	(606) 668-7261	todd@holbrookequipment.com	(606) 668-7264
HOLLEY TRACTOR & EQUIPMENT CO. INC.	1721 RICHLAND AVE E	AIKEN	SC	29801	(803) 648-8306	danbull1@aol.com	(803) 648-2262
HOLT AG SOLUTIONS	2950 COLUSA HWY.	YUBA CITY	CA	95993	(530) 755-3363	jhughes@holtags.com	(530) 755-3370
HOLT AG SOLUTIONS	411 S TEHAMA ST	WILLOWS	CA	95988	(530) 330-7090	jhughes@holtags.com	(530) 934-2700
RIVER VALLEY TRACTOR - BRYANT	24218 INTERSTATE 30	BRYANT	AR	72022	(501) 847-9043	sotwell@rivervalleytractor.com	(501) 847-8291
RIVER VALLEY TRACTOR - NORTH LITTLE	7200 LANDERS RD	NORTH LITTLE ROCK	AR	72117	(501) 834-0303	fredi@rivervalleytractor.com	(501) 835-4243
HOOBER, INC.	10450 SUCCESS ST	ASHLAND	VA	23005	(804) 798-1500	dwball@hoober.com	(804) 752-2164
HOOBER, INC.	43 INDUSTRIAL CIRCLE	MIFFLINTOWN	PA	17059	(717) 436-6100	braddh@hoober.com	(717) 463-2312
HOOBER, INC.	1130 MIDDLETOWN WARWICK RD.	MIDDLETOWN	DE	19709	(302) 378-9555	pwcrossley@hoober.com	(302) 378-0634
HOOBER, INC.	3452 OLD PHILADELPHIA PIKE	INTERCOURSE	PA	17534	(717) 768-8231	abwile@hoober.com	(717) 768-3005
HOOBER, INC	11204 GENERAL MAHONE HWY.	WAKEFIELD	VA	23888	(757) 899-5959	lepope@hoober.com	
HOOBER, INC.	1500 W HUNDRED RD.	CHESTER	VA	23836	(804) 748-9815	lepope@hoober.com	
HOOBER, INC.	163 ROUTE 77	ELMER	NJ	8318	(856) 358-3100	dwmartin@hoober.com	
RIVER VALLEY TRACTOR - HOPE	3021 HIGHWAY 29 N	HOPE	AR	71801	(870) 777-3401	cwhite@rivervalleytractor.com	(870) 777-0315
HOPF EQUIPMENT, INC.	506 E. 19TH ST.	HUNTINGBURG	IN	47542	(812) 683-2763	owners@hopfequipment.com	(812) 683-2130
HOPF OUTDOOR POWER	83 S US HIGHWAY 231	JASPER	IN	47546	(812) 482-9696	glen.hopf@hopfequipment.com	(812) 848-2010
HOPF EQUIPMENT, INC	6000 E MORGAN AVE	EVANSVILLE	IN	47715	(812) 477-2468	mark.melhiser@hopfequipment.com	(812) 477-2480
HOUSTON COUNTY EQUIPMENT CO. LLC	1604 E LOOP 304	CROCKETT	TX	75835	(936) 544-4596	greg@houstoncountyeq.com	(936) 544-4377
RIPPEON EQUIPMENT COMPANY	1115 BALTIMORE BLVD	WESTMINSTER	MD	21157	(410) 848-5000	michael@rippeonequipment.com	(410) 848-5015
HOXIE IMPLEMENT CO., INC.	933 OAK AVE	HOXIE	KS	67740	(785) 675-3201	ed@hoxieimplement.com	(785) 675-3438
COLBY AG CENTER, L.C.	305 E. HORTON AVE.	COLBY	KS	67701	(785) 462-6132	james@colbyag.com	(785) 462-6740
OAKLEY AG CENTER, LLC	3426 US 40	OAKLEY	KS	67748	(785) 671-3264	josh@oakleyag.com	(785) 671-4520
HULL BROS., INC.	520 E BOUNDARY ST	FORT RECOVERY	OH	45846	(419) 375-2827	bob@hullbros.com	(419) 375-4730
HUMPHREY'S OUTDOOR POWER, INC.	950 N. JACKSON ST.	GREENCASTLE	IN	46135	(765) 653-3019	info@humphreysoutdoorpower.com	(765) 653-2793
HUNT COUNTY FARM SUPPLY	813 W MAIN ST	CAMPBELL	TX	75422	(903) 862-2273	hcfs@netexas.net	(903) 862-2278
HUNTSVILLE TRACTOR & EQUIPMENT, INC	4600 RESEARCH PARK BLVD NW	HUNTSVILLE	AL	35806	(256) 837-6767	brett@huntsvilletractor.com	(256) 837-5003
HUNTSVILLE TRUCK & TRACTOR, INC.	2124 HIGHWAY 30 E	HUNTSVILLE	TX	77320	(936) 291-8103	mgreen@huntsvilletruckandtractor.com	(936) 291-7652
IDAHO TRACTOR, INC.	2204 CALDWELL BLVD.	NAMPA	ID	83651	(208) 466-4611	curt.thiel@idahotractor.com	(208) 466-4683
INA STORE, INC.	10035 21 MILE RD.	TUSTIN	MI	49688	(231) 825-2575	act@theinastore.com	(231) 825-2648
INDUSTRIAL POWER PRODUCTS	355 EAST PARK AVE.	CHICO	CA	95928	(530) 893-0584	rob@ipp-power.com	(530) 893-0114
COASTAL EQUIPMENT SYSTEMS OF FL	5287 NEW KINGS ROAD	JACKSONVILLE	FL	32209	(904) 924-9624	jcassidy@coastalequipmentsystem.com	(904) 861-0037
COASTAL EQUIPMENT SYSTEMS OF FL	5463 WOODLAWN CEMETARY RD.	MACCLENNY	FL	32063	(904) 259-4277	jcassidysr@gmail.com	(904) 259-8025
INLAND KUBOTA, INC.	32200 OUTER HWY. 10	REDLANDS	CA	92373	(909) 795-1771	billy@inlandkubota.com	(909) 795-4094
ISSAQUAH HONDA KUBOTA	1745 N.W. MALL STREET	ISSAQUAH	WA	98027	(425) 392-5182	vscammahorn@msn.com	(425) 391-3361
J & I POWER EQUIPMENT, INC.	16510 106TH AVE SE	YELM	WA	98597	(360) 400-6000	angela@jnipe.com	(360) 400-6003
J & I POWER EQUIPMENT, INC.	3729 PACIFIC AVE. SE	OLYMPIA	WA	98501	(360) 491-2022	gregl@jnipe.com	(360) 491-5018
J & J SALES, INC.	1311 WEST MAIN STREET	GLASGOW	KY	42141	(270) 651-5480	jay@jjsales.com	(270) 651-3845
DEVINEY EQUIPMENT	1023 DEVINEY DR	RAYMOND	MS	39154	(601) 373-9531	bruce@deviney.com	(601) 373-9447
DEVINEY RENTAL & SUPPLY	2173 HWY. 51	MADISON	MS	39110	(601) 859-0020	jonathan@devineyrentalandsupply.com	(601) 407-1988

JACOBI SALES, INC.	425 MAIN ST NE	PALMYRA	IN	47164	(812) 364-6141	bookkevin0353@netscape.net	(812) 364-6157
JACOBI SALES, INC.	415 STEVENS WAY	SEYMOUR	IN	47274	(812) 523-5050	seymour@jacobisales.com	(812) 523-1084
JACOBI SALES, INC.	500 HAMBURG WAY	SELLERSBURG	IN	47172	(812) 246-6304	tyler.alexander@ymail.com	(812) 246-9722
JACOBI SALES, INC.	9205 OLD BARDSTOWN RD	LOUISVILLE	KY	40291	(502) 231-5500	john.huber@jacobisales.com	(502) 231-5596
JACOBI SALES, INC.	550 EARLY WOOD DR.	FRANKLIN	IN	46131	(317) 738-4440	terry.otte2240@gmail.com	(317) 738-9360
JACOBI SALES, INC.	2220 SHELBYVILLE RD	SHELBYVILLE	KY	40065	(502) 633-3266	jimmywhance@yahoo.com	(502) 633-3267
JAMES BROS. IMPLEMENT COMPANY, INC.	3201 N I-27	PLAINVIEW	TX	79072	(806) 296-6331	ronnie@jamesbro.com	(806) 296-0239
JAMES BROS. IMPLEMENT COMPANY, INC.	7106 CANYON DR.	AMARILLO	TX	79109	(806) 358-2121	john@jamesbro.com	(806) 358-3131
JAMES RANDALL LAWSON TR & IMPL INC	846 WEST MAIN ST.	LEBANON	KY	40033	(270) 692-2169	LAWSONTRACTOR1@GMAIL.COM	(270) 692-3075
JAMES RANDALL LAWSON TR. & IMPL. II	6829 US HWY. 127	STANFORD	KY	40484	(859) 854-3500	lawsontractor2@gmail.com	(859) 854-3600
JAMES SHORT TRACTORS & EQUIP., INC.	10627 HIGHWAY 106	CARNESVILLE	GA	30521	(706) 384-4557	jsteruss@windstream.net	(706) 384-7295
JAMES SHORT TRACTOR & EQ OF ALTO	1325 STATE HIGHWAY 365	ALTO	GA	30510	(706) 778-9000	jstejason@windstream.net	(706) 778-9006
J & B TRACTOR CO., INC.	3585 MIKE PADGETT HWY.	AUGUSTA	GA	30906	(706) 793-0134	SAM.jenkins@jandbtractor.com	(706) 793-8016
JENNER AG INC.	1800 EAST MAIN CROSS ST	TAYLORVILLE	IL	62568	(217) 287-7411	clint.hohenstein@jennerag.com	(217) 824-2610
JENNER EQUIPMENT COMPANY	3200 DEADWOOD AVE N	RAPID CITY	SD	57702	(605) 343-6682	dennis@jennerequipment.com	(605) 343-2738
JENNINGS EQUIPMENT, INC.	1030 RIVER RD,	PUYALLUP	WA	98371	(253) 845-8801	bradyj@jenningsequipment.com	(253) 845-9087
JENNINGS EQUIPMENT, INC	244 HAMILTON RD	CHEHALIS	WA	98532	(360) 748-3110	billr@jenningsequipment.com	
JENNINGS IMPLEMENT CO.	401 S. WASHINGTON ST.	BEMENT	IL	61813	(217) 678-2431	jenningsimp@msn.com	(217) 678-7891
JIMMY'S CYCLE, TRACTOR & MARINE INC	2045 CALIFORNIA AVE SW	CAMDEN	AR	71701	(870) 836-2502	SNOOKYHOLLIS@GMAIL.COM	(870) 836-7852
JIVIDENS FARM EQUIPMENT LLC	150 UPPER RIVER ROAD	GALLIPOLIS	OH	45631	(740) 446-1675	dustin.jividens@gmail.com	(740) 446-8286
JOE HILL'S AUTOMOTIVE CENTER, INC.	103 S SALEM DR	BARDSTOWN	KY	40004	(502) 348-2532	david@joehills.com	(502) 348-4442
JOHN SCHMIDT & SONS, INC	12903 E SILVER LAKE RD	MOUNT HOPE	KS	67108	(316) 445-2103	leroy@schmidtinc.com	(316) 445-2195
JOHN SCHMIDT & SONS, INC	2303 W 9TH AVE	WINFIELD	KS	67156	(620) 221-0300		(620) 221-0062
LOCHEN EQUIPMENT	512 FRANKLIN ST	NEWBURG	WI	53060	(262) 675-6565	michael.lochen@lochenequipment.com	(262) 675-6546
JOHN S. BLAZEY, INC.	111 HOLMES ST.	PALMYRA	NY	14522	(315) 597-5121	johnsblazey@rochester.rr.com	
JOHNSON CITY KUBOTA & EQUIPMENT CO.	2509 SOUTH ROAN ST.	JOHNSON CITY	TN	37601	(423) 928-8882	matt.jones@johnsoncitykubota.com	(423) 928-8883
JOHNSON DISTRIBUTING	1021 3RD. ST. N.W.	GREAT FALLS	MT	59404	(406) 453-6541	jl@johnsondistributing.com	(406) 727-5937
HEART OF TEXAS KUBOTA	2348 SOUTH BRIDGE ST.	BRADY	TX	76825	(325) 597-9353	heartoftexaskubota@yahoo.com	(325) 597-1630
JOHNSON TRACTOR & IMPLEMENT, INC.	1345 NO 200 EAST	SPANISH FORK	UT	84660	(801) 798-8696	riley@jtractor.com	(801) 798-8697
JOHNSON TRACTOR, INC.	1110 N. US. HWY. 14	JANESVILLE	WI	53546	(608) 756-1257	jasonw@johnsontractor.com	(608) 756-9084
JOHNSON TRACTOR, INC.	20508 OAK GROVE RD.	HARVARD	IL	60033	(815) 943-5454	ericj@johnsontractor.com	
JOHNSON TRACTOR	W26005 VOLDS LN	ARCADIA	WI	54612	(608) 323-7399	darrellb@johnsontractor.com	
JOHNSON TRACTOR	50971 10TH ST	OSSEO	WI	54758	(715) 597-3173	jeffr@johnsontractor.com	
JOHNSON TRACTOR	E6121 563RD AVE	MENOMONIE	WI	54751	(715) 235-9688	daleh@johnsontractor.com	
JOHNSON TRACTOR, INC.	200 S STEWARD RD	ROCHELLE	IL	61068	(815) 562-2135	marybethg@johnsontractor.com	(815) 562-5585
JOHNSON TRACTOR, INC.	W2608 HWY 11	JUDA	WI	53550	(855) 934-2388	ryang@johnsontractor.com	(608) 934-5545
JOHNSON TRACTOR	806 HWY 63	BALDWIN	WI	54002	(715) 684-3259	jaym@johnsontractor.com	
Johnson Tractor, Inc.	340 N. Metcalf Ave	Amboy	IL	61310	(800) 957-2513		
JONES EQ. RENTAL, SALES & SERVICE	4600 24TH. AVE.	FORT GRATIOT	MI	48059	(810) 385-6000	JERCRACING@YAHOO.COM	(810) 385-1667
JONES EQ. RENTAL, SALES & SERVICE	1777 BUSHA HWY.	MARYSVILLE	MI	48040	(810) 364-6400	j.equipment@comcast.net	(810) 364-1370
K.G. SMITH, INC.	914 S. RON MCNAIR BLVD.	LAKE CITY	SC	29560	(843) 210-7368	kgs32188@yahoo.com	(843) 210-7370
TERRY W. KAHLE	423 E RAILROAD ST	KNOX	PA	16232	(814) 797-1989	twkahle@windstream.net	(814) 797-0011
KAHN TRACTOR & EQUIPMENT, INC.	520 POND RD	NORTH FRANKLIN	CT	6254	(860) 642-7596	tims@kahntractor.com	(860) 642-6364
KAIGE KUBOTA	1401 W I-20	ODESSA	TX	79766	(432) 294-7684	torrey.jennings@kaigekubota.com	
KANEQUIP, INC.	2901 NW US HIGHWAY 24	TOPEKA	KS	66618	(785) 267-9200	jerry.jackson@kanequip.com	(785) 267-3139
KANEQUIP, INC.	18035 E US HIGHWAY 24	WAMEGO	KS	66547	(785) 456-2041	mark.besthorn@kanequip.com	(785) 456-7031
KENANSVILLE EQUIPMENT COMPANY, INC	110 NORTH NC 11 HWY	KENANSVILLE	NC	28349	(910) 296-0777	kecsales@earthlink.net	(910) 296-0222
UMPQUA VALLEY TRACTOR	2165 NE STEPHENS ST	ROSEBURG	OR	97470	(541) 672-3369	guy@uvtractor.com	(541) 672-4166
KENT EQUIPMENT	1550 10 MILE RD NW	SPARTA	MI	49345	(616) 675-5368	timv@kentequipment.com	(616) 675-7105
KESTELOOT ENTERPRISES, INC.	2517 COUNTY RD. 8	MARSHALL	MN	56258	(507) 532-0100	sales@kestelootenterprises.com	(507) 532-3299
KITSAP TRACTOR & EQUIPMENT	9145 SILVERDALE WAY NW	SILVERDALE	WA	98383	(360) 692-9312	bill@kitsapkubota.com	(360) 692-5798
KITSAP TRACTOR & EQUIPMENT	13869 45TH AVE NE	MARYSVILLE	WA	98271	(425) 252-3139	bill@kitsapkubota.com	
KREBS KUBOTA, LLC	2240 N. W. BROAD ST	MURFREESBORO	TN	37129	(615) 890-1200	brian.krebs@krebskubota.com	
KTS EQUIPMENT, INC	47117 STATE ROUTE 18	WELLINGTON	OH	44090	(440) 647-2015	jill@ktsequipment.com	(440) 647-6593
STEWART MARTIN KUBOTA OF BIXBY	6237 EAST 151st STREET SOUTH	BIXBY	OK	74008	(918) 970-4614	justinhendrix@smekubota.com	(918) 970-4616
KUBOTA OF ASHEVILLE	5 OLD U.S HWY 19-23	CANDLER	NC	28715	(828) 667-3281	KUBOTAOFASHEVILLE@KUBOTAOFASHEVILLE.NET	(828) 665-1060
JEFF SCHMITT LAWN AND MOTOR SPORTS	2292 YELLOW BRICK RD	BEAVERCREEK	OH	45434	(937) 458-0500	ryanb@kubotadeals.com	(937) 458-0503

KUBOTA OF CHATTANOOGA	2628 ROSSVILLE BLVD	CHATTANOOGA	TN	37404	(423) 541-5900	cbryan@kubotaofchattanooga.com	(423) 265-0475
KUBOTA OF CULPEPER	13316 LOVERS LANE	CULPEPER	VA	22701	(540) 829-1110	tim@kubotaofculpeper.com	(540) 829-6161
KUBOTA OF FORT WAYNE	8029 N CLINTON ST	FORT WAYNE	IN	46825	(260) 494-1420	andrewbmore@yahoo.com	(260) 471-5055
KUBOTA OF KNOXVILLE, LLC	4525 CLINTON HWY.	KNOXVILLE	TN	37912	(865) 687-5418	cheryl@kubotaofknoxville.com	(865) 687-9656
KUBOTA OF LEBANON	22330 HWY. MM	LEBANON	MO	65536	(417) 532-0888	jr.kol@windstream.net	(417) 532-0885
KUBOTA OF WARSAW	3030 FRONTAGE RD.	WARSAW	IN	46580	(574) 269-3037	andrewbmore@yahoo.com	
WOLF KUBOTA	430 100TH STREET SW	BYRON CENTER	MI	49315	(616) 877-0800	timb@wolfkubota.com	(616) 877-0958
KUBOTA OF OMAHA	9317 S 144TH ST	OMAHA	NE	68138	(402) 895-6661	jbunger@kubotaofomaha.com	(402) 895-3141
KUBOTA OF LYNCHBURG	13693 WARDS ROAD	LYNCHBURG	VA	24501	(434) 239-2421	jedd.campbell@kubotaoflynchburg.com	
BAYOU KUBOTA	2110 CENTER STREET	MONROE	LA	71202	(318) 388-4750	randy@bayoukubota.com	(318) 255-8739
KUBOTA OF JOPLIN	3030 N. RANGE LINE RD	JOPLIN	MO	64801	(417) 624-7283	smorris@springdaletractor.com	
KUBOTA TRACTOR OF THE TRISTATE, LLC	130 MT. ZION RD.	FLORENCE	KY	41042	(859) 371-7567	Kellyc@kttequipment.com	(859) 371-4188
KUBOTA TRACTOR OF THE TRISTATE, LLC	223 MAIN STREET	AUGUSTA	KY	41002	(606) 756-2177	jimw@kttequipment.com	
KUNAU IMPLEMENT CO.	2114 270TH AVE	DE WITT	IA	52742	(563) 659-2866	todd.kunau@kunauimplement.com	(563) 659-2766
KUNAU IMPLEMENT CO.	420 W WHITE ST	PRESTON	IA	52069	(563) 689-3311	todd.kunau@kunauimplement.com	(563) 689-4621
LADD FARM MART	400 N. MAIN AVE	LADD	IL	61329	(815) 894-2000	info@laddfarmmart.com	(815) 894-2300
LAKE NORMAN TRACTOR	18309 STATESVILLE RD.	CORNELIUS	NC	28031	(704) 892-6750	dswanger@lakenormantractor.com	
LANSDOWNE-MOODY COMPANY - SW HOUSTO	11810 S SAM HOUSTON PKWY W	HOUSTON	TX	77031	(713) 779-0707	JJIMENEZ@LMTRACTOR.COM	(713) 779-0599
LANSDOWNE-MOODY COMPANY - EAST HOUS	8445 EAST FWY	HOUSTON	TX	77029	(713) 672-8366	jcollins@lmtractor.com	(713) 672-8173
LAMB & WEBSTER, INC.	5304 STATE ROUTE 417	WOODHULL	NY	14898	(607) 458-5200	earl@lwemail.com	(607) 458-5100
LANSDOWNE-MOODY COMPANY	2852 HWY 190 WEST	LIVINGSTON	TX	77351	(936) 967-4094	pmcmullen@lmtractor.com	
LAND AND COATES, INC.	6062 GEORGE WASHINGTON HWY	GLOUCESTER	VA	23061	(804) 824-9905	ngoodrich@landandcoates.com	(804) 824-9915
LAND AND COATES, INC.	12911 JEFFERSON AVE	NEWPORT NEWS	VA	23608	(757) 271-0694	jwinstead@landandcoates.com	
LAND AND COATES, INC.	2624 ANDERSON HIGHWAY	POWHATAN	VA	23139	(804) 598-3058	jmeyer@landandcoates.com	
LANO EQUIPMENT, INC.	3021 133RD. ST. W.	SHAKOPEE	MN	55379	(952) 445-6310	justonl@lanoequip.com	(952) 496-0263
LANO EQUIPMENT, INC.	6140 HWY.10 NW	RAMSEY	MN	55303	(763) 323-1720	ryan_s@lanoequip.com	(763) 422-3949
LANO EQUIPMENT, INC.	23580 STATE HWY 55	LORETTO	MN	55357	(763) 479-8200	Gary_Lano@lanoequip.com	(763) 479-8201
LANSDOWNE-MOODY COMPANY	32804 Hwy 290	HOCKLEY	TX	77447	(281) 373-5185	cbehrens@lmtractor.com	(281) 373-5189
LANSDOWNE-MOODY COMPANY	1600 FM 528 RD	WEBSTER	TX	77598	(281) 338-1563	wchargois@lmtractor.com	(281) 338-1566
LANSDOWNE-MOODY COMPANY	15552 I-45 SOUTH	CONROE	TX	77384	(936) 273-3200	rholcombe@lmtractor.com	
LANSDOWNE-MOODY COMPANY	12288 US HWY. 59	SPLENDORA	TX	77372	(281) 592-5266	hunter@lmtractor.com	
LANSDOWNE-MOODY COMPANY	3709 HIGHWAY 59 S	ROSENBERG	TX	77471	(281) 342-5527	sirey@lmtractor.com	
LANSDOWNE-MOODY COMPANY	601 AVENUE F N	BAY CITY	TX	77414	(979) 245-4630	skittman@LMTractor.com	
LASHLEY KUBOTA	6953 COVINGTON HIGHWAY	LITHONIA	GA	30058	(770) 808-5500	klashley@lashleykubota.com	(770) 808-0735
LASHLEY TRACTOR SALES	24821 LASHLEY RD.	QUAKER CITY	OH	43773	(740) 679-2141	dandl60@yahoo.com	(740) 679-2622
LASHLEY TRACTOR SALES	3348 NEWARK ROAD	ZANESVILLE	OH	43701	(740) 455-2141	lashleydw@gmail.com	(740) 455-2129
LASHLEY TRACTOR SALES	68135 TINMAR DR	ST. CLAIRSVILLE	OH	43950	(740) 695-2141	lashleykubotabarn1@yahoo.com	(740) 695-4053
LASHLEY TRACTOR SALES	3400 ST RT 821	MARIETTA	OH	45750	(740) 374-4151	lashleytractorm@gmail.com	(740) 374-4163
GOLDEN EAGLE EQUIPMENT	12861 STATE ROUTE 30	IRWIN	PA	15642	(724) 864-5147	jeffg@goldeneagleec.com	(724) 864-3633
LAWRENCE COUNTY EQUIPMENT	83 WOODY FARM RD.	BEDFORD	IN	47421	(812) 275-6300	revans@blueriver.net	(812) 275-6398
LAWSON BUILDING SUPPLY, INC.	111 ENTERPRISE DRIVE	ROSE HILL	VA	24281	(276) 445-5411	lawsonskubota@hotmail.com	(276) 445-5348
LDI	25958 MCPHERSON AVE.	COUNCIL BLUFFS	IA	51503	(712) 566-2262	brent.lang@ldi.us	
Kubota of Omaha	9317 S 144th St	Omaha	NE	68138	(402) 895-6661	brent.lang@ldi.us	
LEE TRACTOR CO. OF MISS., INC.	12306 NORTH OAKLAWN LANE	BILOXI	MS	39532	(228) 392-9922	lpotts@leetractor.net	(228) 392-8866
LEMANN'S FARM SUPPLY, INC.	317 MISSISSIPPI ST.	DONALDSONVILLE	LA	70346	(225) 473-7927	blawson@lemanns.com	(225) 473-5759
CARTER TURF & TRACTOR	105 AIRPORT ROAD	FAIRFIELD	IL	62837	(618) 842-9166	nate@carterturfandtractor.com	(618) 842-6043
LILLY KUBOTA	2141 HWY 30 EAST	OXFORD	MS	38655	(662) 234-9558	jgrant@lillyco.com	
LINDER EQUIPMENT CO.	311 E KERN AVENUE	TULARE	CA	93274	(559) 685-5000	tallen@linderequipment.com	(559) 685-0452
LINDER TURF & TRACTOR	250 N CHURCH ST	BURLINGTON	NC	27217	(336) 792-3412	jason.jarrett@lindertt.com	(336) 792-3411
LINDER INDUSTRIAL MACHINERY COMPANY	1501 N. MEMORIAL	GREENVILLE	NC	27834	(252) 695-6200	jason.jarrett@lindertt.com	
LINGLE EQUIPMENT, INC.	3001 W SAWYER	SAGINAW	MI	48601	(989) 754-7801	raylingle@lingle1.com	(989) 754-5810
LINWOOD KUBOTA	1634 E 5TH ST	METROPOLIS	IL	62960	(618) 524-2621	michaelb@linwoodmotors.com	(618) 524-4181
LINN BENTON TRACTOR COMPANY	33599 HWY. 99 E	TANGENT	OR	97389	(541) 926-1811	don@linnbentontractor.com	(541) 926-4306
LOEWER POWERSPORTS & EQUIPMENT	5909 COLISEUM BLVD.	ALEXANDRIA	LA	71303	(318) 487-9495	dbroussard@loewerpowersports.com	(318) 445-1086
LOUISBURG TRACTOR & TRUCK COMPANY	1931 US 401 HWY S	LOUISBURG	NC	27549	(919) 496-3594	jaswilkes.jw@gmail.com	(919) 496-6311
LOWE TRACTOR & EQUIPMENT, INC.	2213 STATE HIGHWAY 64 W	HENDERSON	TX	75652	(903) 657-3538	stevel@lowetractor.com	(903) 657-3530
LOWE TRACTOR & EQUIPMENT, INC.	3250 N NORTHEAST LOOP 323	TYLER	TX	75708	(903) 593-5337	stevel@lowetractor.com	(903) 593-5361

LOWRY EQUIPMENT, INC.	840 S. FRONT ST.	MONTEZUMA	IA	50171	(641) 623-3837	lowry.8756@gmail.com	(641) 623-7777
LULICH IMPLEMENT, INCORPORATED	64850 US HWY. 63	MASON	WI	54856	(715) 746-2477	plulich@cheqnet.net	(715) 746-2978
M & R POWER EQUIPMENT	2410 S. HERMITAGE RD.	HERMITAGE	PA	16148	(724) 347-2484	jboyer@mrpowerequipment.com	(724) 347-3503
M & L INDUSTRIES, LLC	5810 AIRLINE HWY.	BATON ROUGE	LA	70805	(225) 355-7716	derekmatthews@mlind.net	(225) 355-7497
M & L INDUSTRIES, LLC	1210 ST. CHARLES ST.	HOUMA	LA	70360	(985) 876-2280	smarmande@mlind.net	(985) 872-9596
MACALLISTER MACHINERY CO., INC.	6300 SOUTHEASTERN AVE	INDIANAPOLIS	IN	46203	(317) 788-4624	davidzachary@macallister.com	(317) 788-4677
MACALLISTER MACHINERY CO., INC.	13450 BRITTON PARK RD	FISHERS	IN	46038	(317) 598-9700	joshsimmons@macallister.com	(317) 598-1482
MALHEUR MACHINERY	211 HIGHWAY 20 SOUTH	HINES	OR	97738	(541) 573-1322	jim@malheurmachinery.com	(541) 573-1443
WARNER MOUNTAIN EQUIPMENT	292 N P STREET	LAKEVIEW	OR	97630	(541) 219-8120	frank@midstatekubota.com	(541) 219-8032
MALVESE EQUIPMENT CO., INC.	232 E. OLD COUNTRY ROAD	RIVERHEAD	NY	11901	(631) 369-1147	ocooley@malveseequipment.com	
MALVESE EQUIPMENT CO., INC.	1 HENRIETTA ST.	HICKSVILLE	NY	11801	(516) 681-7600	ocooley@malveseequipment.com	
U.P. KUBOTA	4250 US HWY 41 WEST	MARQUETTE	MI	49855	(906) 451-5700	dale@upkubota.com	
MARSHALL MACHINERY, INC.	348 BETHEL SCHOOL ROAD	HONESDALE	PA	18431	(570) 729-7117	tcorcoran@marshall-machinery.com	(570) 729-8455
MARSHALL MACHINERY, INC.	2395 ROUTE 715	TANNERSVILLE	PA	18372	(570) 895-4884	jeff@marshall-machinery.com	
MARSHALL MACHINERY, INC.	3207 ROUTE 6	MIDDLETOWN	NY	10940	(845) 343-6683	ben@marshall-machinery.com	(845) 343-3098
MARSHALL MACHINERY, INC.	942 GRIFFIN POND RD	SOUTH ABINGTON TOWNSHIP	PA	18411	(570) 489-3642	ben@marshall-machinery.com	
MARSHALL MACHINERY, INC.	745 HARRY L DRIVE	JOHNSON CITY	NY	13790	(607) 729-6161	BCole@marshall-machinery.com	
MARSHALL SERVICE COMPANY	1714 COMMERCE DR.	MARSHALL	MO	65340	(660) 886-3011	marshallservco@yahoo.com	(660) 886-2222
MASCOUTAH EQUIPMENT CO., INC.	10880 STATE ROUTE 177	MASCOUTAH	IL	62258	(618) 566-2115	tomstookey@mascoutahequip.com	(618) 566-8949
MASON TRACTOR & EQUIPMENT CO., INC.	1050 APPALACHIAN HWY	BLUE RIDGE	GA	30513	(706) 632-3777	billmason@masontractorco.com	(706) 632-3799
MASON TRACTOR & EQUIPMENT CO., INC.	395 INDUSTRIAL BLVD.	MCDONOUGH	GA	30253	(770) 957-3370	chadcowart@masontractorco.com	(770) 957-0859
MASON TRACTOR & EQUIPMENT CO., INC.	5038 BUFORD HIGHWAY	NORCROSS	GA	30071	(770) 582-0377	billdale@masontractorco.com	
MASON TRACTOR & EQUIPMENT CO., INC.	2510 DAHLONEGA HWY	CUMMING	GA	30040	(770) 887-6119	matt@masontractorco.com	(770) 781-5746
MASON TRACTOR & EQUIPMENT CO., INC.	1275 CARROLLTON VILLA RICA HWY	VILLA RICA	GA	30180	(770) 832-3251	willmason@masontractorco.com	
MASON TRACTOR & EQUIPMENT CO., INC.	912 JERNIGAN ST	PERRY	GA	31069	(478) 987-1173	willmason@masontractorco.com	
MASON VALLEY EQUIPMENT	890 WEST BRIDGE ST.	YERINGTON	NV	89447	(775) 463-2442	tony.archer@masonvalleyequipment.com	(775) 463-2488
MCABEE TRACTOR & TURF	3284 E. GAP CREEK RD.	GREER	SC	29651	(864) 848-0174	brian@mcabeetractor.com	(864) 848-0219
MCCLUNG EQUIPMENT	1202 EAST MAIN	MOUNTAIN VIEW	AR	72560	(870) 269-3866	mcford@mvtel.net	(870) 269-2773
MCCOY'S EQUIPMENT	2573 QUAKER VALLEY RD.	NEW PARIS	PA	15554	(814) 839-4141	orchardman1@gmail.com	(814) 839-2000
MCCONNELL MACHINERY CO., INC.	1111 E 23RD ST	LAWRENCE	KS	66046	(785) 843-2676	daren@mcconnellmachineryco.com	(785) 843-8526
MCCOY'S LAWN & GARDEN SLS & SERVICE	7820 WOODBURY PIKE	ROARING SPRING	PA	16673	(814) 224-5335	briansr@mccoyslawnandgarden.com	(814) 224-5897
MC CULLOUGH IMPLEMENT COMPANY	1966 NORTH STATE RT. 1	WATSEKA	IL	60970	(815) 432-3965	matthew@mcagplus.com	(815) 432-2314
MC CULLOUGH IMPLEMENT COMPANY	10102 W. 181ST AVE	LOWELL	IN	46356	(219) 696-7361		
MC CULLOUGH IMPLEMENT CO.	4620 W RT. 6	MORRIS	IL	60450	(815) 432-3965		
MCFARLANE MFG CO., INC.	780 CAROLINA ST	SAUK CITY	WI	53583	(608) 643-3321	dmcfarlane@mcfarlanemfg.com	(608) 643-2309
MCKEEL EQUIPMENT CO., INC.	3724 US HWY 641 SOUTH	MURRAY	KY	42071	(270) 753-3062	dan@mckeelequipment.com	(270) 753-3148
MCNEIL TRACTOR & EQUIPMENT CO., INC	2635 HIGHWAY 15 N	LAUREL	MS	39440	(601) 425-3158	jim_mcneil@me.com	(601) 428-5199
M.B. TRACTOR & EQUIPMENT	658 DOW HWY	ELIOT	ME	3903	(207) 439-1777	BobG@mbtractor.com	(207) 439-3263
M.B. TRACTOR & EQUIPMENT	38 TOWLE ROAD	CONWAY	NH	3818	(603) 447-2696	Paiger@mbtractor.com	(603) 447-2631
M.B. TRACTOR & EQUIPMENT	194 PLAISTOW RD	PLAISTOW	NH	03865-0487	(603) 382-5031	jeffs@mbtractor.com	(603) 382-1084
M.B. TRACTOR & EQUIPMENT	500 OSSIPPEE TRAIL E.	GORHAM	ME	4038	(207) 839-4500	JeffreyW@mbtractor.com	(207) 839-7826
M.B. TRACTOR & EQUIPMENT	1497 RIVERDALE STREET	WEST SPRINGFIELD	MA	1089	(413) 536-8901	Andya@mbtractor.com	(413) 736-1597
M.B. TRACTOR & EQUIPMENT	75 CONCORD STREET	NORTH READING	MA	1864	(781) 938-8880	PeterT@mbtractor.com	(781) 938-8889
M.B. TRACTOR & EQUIPMENT	1249 JOHN FITCH BLVD	SOUTH WINDSOR	CT	6074	(860) 500-5022	DAVEC@MBTRACTOR.COM	
M.B. TRACTOR & EQUIPMENT	350 UPPER MAIN STREET	FAIRFIELD	ME	4937	(207) 453-9363	Traftont@mbtractor.com	
MEDLIN EQUIPMENT COMPANY	2911 E MALONE AVE	MINER	MO	63801	(573) 471-2531	dlies@medlineq.com	(573) 471-2279
MENTOR MFG	5782 HEISLEY RD	MENTOR	OH	44060	(440) 551-9051	rtaylor@mfgkubota.com	(440) 632-1060
MESA TRACTOR, INCORPORATED	3826 4TH ST. NW	ALBUQUERQUE	NM	87107	(505) 344-1631	sarah@mesatractor.com	(505) 345-2212
MESSICK FARM EQUIPMENT, INC.	1475 STRICKLER RD	MOUNT JOY	PA	17552	(717) 367-1319	neilm@messicks.com	(717) 367-6662
MESSICK FARM EQUIPMENT, INC.	7481 LINCOLN HWY	ABBOTTSTOWN	PA	17301	(717) 259-6617	kevind@messicks.com	(717) 367-6662
MESSICK FARM EQUIPMENT, INC.	3882 PETERS MOUNTAIN RD.	HALIFAX	PA	17032	(717) 896-8404	neilm@Messicks.com	(717) 367-6662
MESSICK FARM EQUIPMENT, INC.	2510 RITNER HWY	CARLISLE	PA	17015	(717) 249-5338	dbauder@messicks.com	(717) 367-6662
MESSICK FARM EQUIPMENT, INC.	283 S MAIN ST	ASPERS	PA	17304	(717) 677-8135	neilm@messicks.com	(717) 677-4144
MEYER EQUIPMENT	20-757 U S 6	RIDGEVILLE CORNERS	OH	43555	(419) 267-3848	meyereq@bright.net	
MEYER IMPLEMENT COMPANY	BUS HWY 61 NORTH	BOWLING GREEN	MO	63334	(573) 324-5261	sales@meyerimplement.com	(573) 324-2084
MEYER IMPLEMENT COMPANY	926 BUSINESS HWYS 24 & 36 EAST	MONROE CITY	MO	63456	(573) 735-4546	johnahays@outlook.com	(573) 735-3107
MID-VALLEY TRACTOR COMPANY	90382 HWY 99 N.	EUGENE	OR	97402	(541) 688-8000	jeffr@midvalleytractor.com	(541) 689-9951

MIDDLEFIELD FARM AND GARDEN	15980 GEORGIA RD	MIDDLEFIELD	OH	44062	(440) 632-5590	mryan@mfgkubota.com	(440) 632-1060
MIDWEST HONDA SUZUKI KUBOTA	2142 N US HIGHWAY 75	SIOUX CITY	IA	51105	(712) 255-7955	b.yoerger@midwestcycles.net	(712) 255-9914
MID STATE EQUIPMENT CO., INC.	63 ROUTE 31 NORTH	PENNINGTON	NJ	8534	(609) 737-7400	rwtuck@comcast.net	(609) 737-6790
MID-STATE TRACTOR & EQUIP.	1325 NORTH JEFFERSON STREET	DUBLIN	GA	31021	(478) 272-2198	wilsondavid092@gmail.com	(478) 272-7582
MIDSTATE POWER PRODUCTS	3290 S. HIGHWAY 97	REDMOND	OR	97756	(541) 548-6744	frank.@midstatekubota.com	(541) 548-6747
ASHEBORO KUBOTA	125 RED ROCK RD	FRANKLINVILLE	NC	27248	(336) 645-3688	bmillikan@asheborokubota.com	
MISCISIN BROTHERS, INC.	3768 S. HURON ROAD	STANDISH	MI	48658	(989) 846-9281	miscisin@sbcglobal.net	(989) 846-6332
MISSION VALLEY TRACTOR & EQUIPMENT	780 E. BROKAW RD.	SAN JOSE	CA	95112	(408) 933-2300	jspeno@mvft.net	(408) 436-9743
MITCHELL TRACTOR & EQUIP. CO.	301 N BRIDGE ST.	WASHINGTON	NC	27889	(252) 946-7156	dayna@mitchelltractorco.com	(252) 975-7970
MOEN MACHINERY COMPANY	268 NE HOGAN DR.	GRESHAM	OR	97030	(503) 666-9159	greg@moenmachinery.com	(503) 665-7585
MONROE TRACTOR & IMPLEMENT CO., INC	601 WEST MAIN ST.	SPRINGVILLE	NY	14141	(716) 592-4924	jmonteleone@monroetractor.com	
MONROE TRACTOR & IMPLEMENT CO., INC	4397 SR 98	NORTH JAVA	NY	14113	(585) 535-7671	jmonteleone@monroetractor.com	
MONTE VISTA COOP	2607 US HIGHWAY 285 N	MONTE VISTA	CO	81144	(719) 852-5565	dmaxwell@mvcoop.com	(719) 852-5998
MOORE'S SERVICE CENTER	1425 US HWY 84 EAST	STAR	TX	76880	(325) 948-3595	kcmoore@centex.net	(325) 948-3577
MOORE FARM EQUIPMENT, INC.	201 DUNCAN HILL RD.	HENDERSONVILLE	NC	28792	(828) 693-4968	mooreequipment@morrisbb.net	(828) 692-1532
MORDT TRACTOR AND EQUIPMENT COMPANY	21109 N.W. SERVICE ROAD	WARRENTON	MO	63383	(636) 456-8576	dmordt@mordttractor.com	(636) 528-6015
MORDT TRACTOR AND EQUIPMENT COMPANY	131 HWY. H	TROY	MO	63379	(636) 528-8575	dmordt@mordttractor.com	(636) 528-6015
MORE FARM STORE, INC.	927 W CONNEXION WAY	COLUMBIA CITY	IN	46725	(260) 244-5186	MORESCONTROLLER@GMAIL.COM	(260) 244-7883
MORNING SUN FARM IMPLEMENT, INC.	2937 COUNTY ROAD X37	MORNING SUN	IA	52640	(319) 868-7586	msfarm@louisacomm.net	(319) 868-7578
MOSELEY OUTDOOR POWER EQUIPMENT INC	375 SOUTH EBENEZER RD.	FLORENCE	SC	29501	(843) 665-7288	moseleyope@mopeinc.com	(843) 665-7675
MOTOR CITY KUBOTA	31231 SCHOOLCRAFT ROAD	LIVONIA	MI	48150	(734) 421-9999	mike.morello@carletonequipment.com	(734) 421-1671
MOTOR CITY KUBOTA	48135 GRATIOT AVE	NEW BALTIMORE	MI	48051	(586) 463-3333	ryan@carletonequipment.com	(586) 329-3231
MOTOR CITY KUBOTA	948 N OLD US HWY 23	BRIGHTON	MI	48114	(810) 216-7803	mike.morello@carletonequipment.com	
MOUNTAIN KUBOTA OF BOONE, LLC	418 DEEP GAP RD	DEEP GAP	NC	28618	(828) 264-2711	matt.jones@johnsoncitykubota.com	(828) 264-2719
MOUNTAIN WEST EQUIPMENT LLC	2001 N WOODRUFF AVENUE	IDAHO FALLS	ID	83401	(208) 524-7375	Rob@mwrentals.com	
MOUNTAIN WEST EQUIPMENT LLC	5039 YELLOWSTONE HWY	CHUBBUCK	ID	83202	(208) 524-7375	Rob@mwrentals.com	
MT. AIRY EQUIPMENT COMPANY, INC.	1431 W PINE ST	MOUNT AIRY	NC	27030	(336) 786-6240	maec@surry.net	(336) 786-7509
MONTGOMERY TRACTOR SALES	857 MOUNT STERLING ROAD	FLEMINGSBURG	KY	41041	(606) 209-0131	mtsflemingsburg@gmail.com	(606) 209-0140
MURDAUGH KUBOTA	611 ELM ST E	HAMPTON	SC	29924	(803) 914-0002	treycrosby@embarqmail.com	(803) 914-0005
MOYER EQUIPMENT SALES & RENTALS, IN	5500 NE LINCOLN RD	IDABEL	OK	74745	(580) 286-5644	dmoyer@moyerequipment.com	(580) 208-2259
MOYER EQUIPMENT SALES & RENTALS, IN	1373 W COLLIN RAYE DR	DE QUEEN	AR	71832	(870) 642-6600	mboykin@moyerequipment.com	(870) 642-9683
MURPHY FAMILY, INC.	585 EAST NATIONAL PIKE	WASHINGTON	PA	15301	(724) 225-0324	stephen.reihner@gmail.com	(724) 225-4080
MURPHY FAMILY, INC.	541 INDUSTRIAL PARK ROAD	SMOCK	PA	15480	(724) 437-3680	kendallc@murphyfamilyinc.com	
Murphy Family, Inc.	8003 State Route 213	Toronto	OH	43964	(740) 544-6612	stephen.reihner@gmail.com	
MUSGRAVE EQUIPMENT CO.	3866 HIGHWAY 70 WEST	GOLDSBORO	NC	27530	(919) 736-0808	dsauls@musgraveequipment.com	(919) 736-0437
NAIL'S POWER EQUIPMENT	4069 ILLINOIS RT. 16	LITCHFIELD	IL	62056	(217) 324-2406	NAILSPOWEREQUIPMENT@LITCHFIELDIL.COM	(217) 324-2994
NASH EQUIPMENT COMPANY	1190 NC 53 W	BURGAW	NC	28425	(910) 259-5134	will.rand@nashequipmentcompany.com	(910) 259-3181
NEBRASKA EQUIPMENT, INC.	1275 280TH	SEWARD	NE	68434	(402) 643-6641	Servicebulletins@nebraskequip.com	(402) 643-4265
NEL'S TRACTOR	3611 WATKINS ROAD	PINE VALLEY	NY	14872	(607) 796-9087	sales@nelstractor.com	(607) 796-0589
NELSON TRACTOR COMPANY, INC.	2934 HWY 515	BLAIRSVILLE	GA	30512	(706) 745-2148	wcn3@nelsontractorco.com	(706) 745-7225
NELSON TRACTOR COMPANY, INC.	292 INTERSTATE SOUTH DRIVE	JASPER	GA	30143	(678) 454-2900	troy@nelsontractorco.com	(678) 454-2918
Nelson Tractor Company, Inc.	131 Kraft Dr	Dalton	GA	30721	(762) 760-3799	greg@nelsontractorco.com	(762) 760-3811
NELSON TRACTOR COMPANY	3594 FRONT STREET	WINNSBORO	LA	71295	(318) 435-4402	bobnelson45@icloud.com	(318) 435-5130
NEVADA POWER PRODUCTS, INC.	1160 GLENDALE AVE.	SPARKS	NV	89431	(775) 358-0114	nevadapower@sbcglobal.net	(775) 358-4169
NEVADA POWER PRODUCTS, INC.	3660 HWY. 50 EAST	CARSON CITY	NV	89701	(775) 885-6979	nevadapower@sbcglobal.net	(775) 358-4169
NEW HOLLAND LOGANSPORT, INC.	2079 S US 35	LOGANSPORT	IN	46947	(574) 753-6291	m.stephenson@nhlogan.com	(574) 753-8016
NEW SOUTH TRACTOR, LLC	985 HIGHWAY 70	NEWTON	NC	28658	(828) 468-4895	brandon@newsouthtractor.com	(828) 468-4899
NEW TEC, INC.	4321 HWY BLVD.	SPENCER	IA	51301	(866) 369-0505	BlayneVM@NTLifts.com	(712) 439-0507
BURKE EQUIPMENT COMPANY	2063 PULASKI HWY	NEWARK	DE	19702	(302) 365-6000	cwagner@burkeequipment.com	(302) 365-6643
CENTRAL KUBOTA, LLC	507 N INTERSTATE 35 E	WAXAHACHIE	TX	75165	(972) 938-1770	stevew@centralkubota.com	(972) 937-3959
CENTRAL KUBOTA, LLC	2501 S BUSINESS 45	CORSICANA	TX	75110	(903) 467-3120	justinw@centralkubota.com	
NIAGARA IMPLEMENT INC.	2337 LOCKPORT-OLCOTT RD	NEWFANE	NY	14108	(716) 778-7513	matt@niagaraimplement.com	(716) 778-9744
NIAGARA IMPLEMENT INC.	8655 TRANSIT RD	EAST AMHERST	NY	14051	(716) 568-0166	austin@niagaraimplement.com	(716) 568-0054
READING TRACTOR & EQUIPMENT	5538 POTTSVILLE PIKE	LEESPORT	PA	19533	(610) 926-2441	nenck@liftincorporated.com	(610) 926-0970
NIEBUR TRACTOR & EQUIPMENT, INC.	14380 240TH ST E	HASTINGS	MN	55033	(651) 437-3531	t.niebur@nieburtractor.com	(651) 437-9161
NIEMEYER REPAIR SERVICE, INC.	10713 E. CO RD. 1300 N.	CHARLESTON	IL	61920	(217) 856-3571	tractor@wireless111.com	(217) 856-2288
KUBOTA TRACTORS OF FRANKLIN, INC.	4910 SYLVA RD.	FRANKLIN	NC	28734	(828) 524-2620	bryanrauers@gmail.com	(828) 524-2068

NORD OUTDOOR POWER	1716 E. HAMILTON RD.	BLOOMINGTON	IL	61704	(309) 663-5151	doug@nordoutdoorpower.com	(309) 662-8699
NORFOLK POWER EQUIPMENT, INC.	5 CUSHING DR.	WRENTHAM	MA	2093	(508) 384-0011	carolync@norfolkpower.com	(508) 384-8667
NORFOLK POWER EQUIPMENT	846 BRONCO HWY	BURRILLVILLE	RI	2830	(401) 710-9911	brianc@norfolkpower.com	(401) 710-9466
NORFOLK POWER EQUIPMENT, INC	45 NORTH MAIN ST	CARVER	MA	2330	(774) 213-9190	brianc@norfolkpower.com	(774) 213-9196
COUNTY TRACTOR OF HOULTON	708 NORTH STREET	HOULTON	ME	4730	(207) 538-3155	Kevin@ncountryauto.com	
NORTH PLATTE KUBOTA	3101 S. JEFFERS STREET	NORTH PLATTE	NE	69101	(308) 252-1000	JEREMY@NPKUBOTA.COM	(308) 221-6652
SPRINGDALE TRACTOR CO. - HARRISON	1610 HWY 65	HARRISON	AR	72601	(870) 743-8030	mmcfarland@springdaletractor.com	(870) 743-4947
NORTHERN PLAINS EQUIPMENT CO., INC.	2933 TWIN CITY DRIVE	MANDAN	ND	58554	(701) 663-9864	Patrick.Fisher@plainsag.com	(701) 663-9493
NORWICH TRACTOR	5621 STATE HWY 12	NORWICH	NY	13815	(607) 336-6816	JACKIE@NORWICHTRACTOR.COM	
OAKDALE MOTORS, INC.	297 HIGHWAY 165 SOUTH	OAKDALE	LA	71463	(318) 335-3600	oakdalemotors@bellsouth.net	(318) 335-3599
OAKWAY TRACTOR, INC.	273 OAKWAY TRACTOR DR.	SENECA	SC	29672	(864) 972-3640	accounts@oakwaytractor.com	(864) 972-9019
OGE' MACHINERY	123 BANKS AVENUE	LAFAYETTE	LA	70506	(337) 235-3310	michael@ogesrent-allcenter.com	
OLSON POWER AND EQUIPMENT, INC.	38560 14TH AVE	NORTH BRANCH	MN	55056	(651) 674-4494	dolson@olsonpower.com	(651) 674-7019
OREGON EQUIPMENT SALES LLC	2700 NE SAINT JOSEPH RD	McMINNVILLE	OR	97128	(503) 435-2700	justin.miller@orequipmentsales.com	
OREGON EQUIPMENT SALES LLC	19658 HWY. 99 E.	HUBBARD	OR	97032	(971) 216-0111	dave.roth@orequipmentsales.com	
OSCEOLA IMPLEMENT AND SUPPLY, INC	341 HIGHWAY 81 AND 92	OSCEOLA	NE	68651	(402) 747-2371	carlie@osceolaimplement.com	(402) 747-2370
OUT WEST FEED AND SUPPLY	2600 EAST HWY 90	ALPINE	TX	79830	(432) 837-5792	justin@outwestfeedandsupply.com	
OZARKS FARM AND LAWN	4423 HWY 62 WEST	MOUNTAIN HOME	AR	72653	(870) 425-3434	cliff@ozarksfarmandlawn.com	(870) 425-9185
PACIFIC TRACTOR & IMPLEMENT, LLC	1221 SW BASELINE ST.	HILLSBORO	OR	97123	(503) 648-3841	kubotacorey@yahoo.com	(503) 648-0229
PAGELAND FARM EQUIPMENT, INC.	2999 HWY. 601 N.	PAGELAND	SC	29728	(843) 672-6224	deerekubota@shtc.net	(843) 672-7215
PALMER EQUIPMENT CO., INC.	708 N BYPASS W	WASHINGTON	GA	30673	(706) 678-3200	jroth@palmerequipment.org	(706) 678-4006
PAPPY'S OUTDOOR	3201 WEST DEYOUNG ST.	MARION	IL	62959	(618) 969-8400	chuckw@teamchap.com	(618) 969-8404
PARCS	1169 RIPLEY RD	RIPLEY	WV	25271	(304) 372-9875	ahackney@parcs.com	(304) 372-2713
PARCS	72 RUDVILLE RD.	BRUCETON MILLS	WV	26525	(304) 379-4333	cnottingham@parcs.com	(304) 379-4335
PARCS	4586 FREEDOM HWY	WORTHINGTON	WV	26591	(304) 287-2124	CNOTTINGHAM@PARCS.COM	(304) 287-2426
PANHANDLE IMPLEMENT CO., INC.	710 NORTH MAIN STREET	PERRYTON	TX	79070	(806) 435-6508	terry@panhandleimplement.com	(806) 435-2013
PARCS	RR 2 BOX 43C	SALEM	WV	26426	(304) 782-4111	dwaters@parcs.com	(304) 782-3279
PANHANDLE TRACTOR, INC.	5003 HWY. 90	MARIANNA	FL	32446	(850) 526-2257	XRR1CTW@GMAIL.COM	(850) 526-5253
PARIS FARM & RANCH CENTER, INC.	1710 N.E. LOOP 286	PARIS	TX	75460	(903) 785-0741	corey@parisfarmandranch.com	(903) 785-3275
PARISH TRACTOR COMPANY, LLC	1602 S MAIN ST	POPLARVILLE	MS	39470	(601) 795-4521	joshua@parishtractor.com	(601) 795-8621
PARISH TRACTOR COMPANY, LLC	7061 U.S. HIGHWAY 49	HATTIESBURG	MS	39402	(601) 264-5877	patrick@parishtractor.com	(601) 264-5870
PARISH TRACTOR COMPANY, LLC	376 HWY 80 EAST	MERIDIAN	MS	39301	(601) 483-2254	shuey@parishtractor.com	
PARISH TRACTOR COMPANY, LLC	22463 STATE HWY 59S	ROBERTSDALE	AL	36567	(601) 261-2670	Bprice@parishtractor.com	
PARKER FARM SERVICE	126 BESSIE DR	KINGS MOUNTAIN	NC	28086	(704) 482-7061	bmchenry@tractorsusa.com	(704) 487-1918
Pittsburg Tractor	1893 State Hwy 271 N	Pittsburg	TX	75686	(903) 856-6548	danny@farmcountrytx.com	
Alba Tractor	360 W. Greenville St.	Alba	TX	75410	(903) 765-2726	danny@farmcountrytx.com	
LONE STAR AG, INC.	11690 US HWY 87	DALHART	TX	79022	(806) 244-7770	clint@lonestarag.com	(806) 244-7772
LONE STAR AG, INC.	1690 US HWY 60	FRIONA	TX	79035	(806) 250-2721	clint@lonestarag.com	
PARSONS TRACTOR & IMPLEMENT CO.	2765 US HWY 2 W	KALISPELL	MT	59901	(406) 755-0628	dhodge@parsonstractor.com	
THE TRACTOR CENTER	4901 FAYETTEVILLE RD	RALEIGH	NC	27603	(919) 779-0922	jonathan@thetractorcenter.com	(919) 779-8833
PATRICK-MILLER TRACTOR COMPANY, INC	110 HIGHWAY 171 BYP	MANY	LA	71449	(318) 256-5686	pmtractor@bellsouth.net	(318) 256-5566
PATRICK-MILLER TRACTOR COMPANY, INC	5632 HIGHWAY 1	NATCHITOCHES	LA	71457	(318) 352-6821	jfluitt@cp-tel.net	(318) 352-9888
PAULEY EQUIPMENT COMPANY, INC.	1110 W. WASHINGTON AVE.	ESCONDIDO	CA	92025	(760) 745-8745	robpauley@pauleyequipment.net	(760) 745-0392
PAULEY EQUIPMENT OF TEMECULA, INC.	28374 FELIX VALDEZ AVE.	TEMECULA	CA	92590	(951) 676-5751	tomp@pauleyequipment.net	(951) 699-5297
PAYNE INDUSTRIAL & FARM EQUIP., INC	30822 GOVENOR G C. PEERY HWY	NORTH TAZEWELL	VA	24630	(276) 988-7563	bobcateq@comcast.net	(276) 988-7564
PELICAN TRACTOR	5629 SOUTH 6TH ST	KLAMATH FALLS	OR	97603	(541) 882-8809	JOE@PELICANTRACTOR.COM	(541) 884-8102
PELL'S FARM SERVICE, INC.	9542 W 48TH STREET	FREMONT	MI	49412	(231) 924-2510	matt@pellsinc.com	(231) 924-5043
PERRIN FARM EQUIPMENT, INC.	3664 US-82	TIFTON	GA	31793	(229) 382-9821	Jay@perrinfarmequipment.com	(229) 382-5522
GRAY BROTHERS EQUIPMENT, INC.	2900 WHEELER AVE	FORT SMITH	AR	72901	(479) 646-7369	pandgtractor@yahoo.com	(479) 648-1938
GRAY BROTHERS EQUIPMENT, INC.	28377 US HWY 59	POTEAU	OK	74953	(918) 647-8000	graybrothers1@gmail.com	(918) 647-8003
PFEIFER IMPLEMENT CO.	5301 WEST 12TH STREET	SIOUX FALLS	SD	57106	(605) 338-6351	dpfeifer@pfeifersonline.com	(605) 338-9945
PHIL'S SALES & SERVICE, LLC	1472 COLUMBIANA LISBON RD	COLUMBIANA	OH	44408	(330) 482-5548	PHILSKUBOTA@aol.com	(330) 482-5580
PIEDMONT POWER EQUIPMENT	12555 JAMES MADISON HWY	ORANGE	VA	22960	(540) 672-1111	jack@piedmontpower.com	(540) 672-2103
PIEDMONT POWER EQUIPMENT	1525 RIO RD EAST	CHARLOTTESVILLE	VA	22901	(434) 975-4100	jack@piedmontpower.com	(434) 975-4103
PILLAR EQUIPMENT, INC	2001 5TH STREET	SILVIS	IL	61282	(309) 751-4661	silvis@pillareq.com	
PINNACLEVIEW EQUIPMENT, INC.	19 PINNACLE LANE	WALPOLE	NH	3608	(603) 756-3379	msnide@pinnacleviewequipment.com	(603) 756-4809
PIONEER EQUIPMENT CO.	953 G STREET	REEDLEY	CA	93654	(559) 638-9201	dwilson@pioneerequipment.com	(559) 638-6692

PIONEER EQUIPMENT CO.	2545 S. SARAH ST.	FRESNO	CA	93706	(559) 486-7580	dwilson@pioneerequipment.com	(559) 486-7587
PIONEER FARM EQUIPMENT, INC.	847 BIG BUCK BLVD.	ORANGEBURG	SC	29115	(803) 536-9411	tmcelhone@sc.rr.com	(803) 536-4180
PIONEER WEST, INC.	64118 MCDONALD LANE	LA GRANDE	OR	97850	(541) 663-9378	greg@pioneerwestinc.com	(541) 975-2464
PIPERSVILLE GARDEN CENTER, INC.	6940 OLD EASTON RD.	PIPERSVILLE	PA	18947	(215) 766-0414	pipersvilletractor@hotmail.com	(215) 766-3978
PLANTERS EQUIPMENT CO.	816 NORTH DAVIS AVE	CLEVELAND	MS	38732	(662) 843-2741	kjones@delta-grp.com	(662) 843-2799
PLATEAU TRUCK & TRACTOR, LLC	1606 GENESIS RD.	CROSSVILLE	TN	38555	(931) 484-6432	kpadgett@tractorstore.com	(931) 456-1542
POCAHONTAS EQUIPMENT CO, LLC	1400 W ELM AVE	POCAHONTAS	IA	50574	(712) 335-4522	pocaeqroger@qwestoffice.net	(712) 335-4266
POLK TRACTOR COMPANY	3450 HAVENDALE BLVD NW	WINTER HAVEN	FL	33881	(863) 967-0651	jay@polktractorco.com	(863) 967-0705
PORTLAND IMPLEMENT, INC.	20 STATE HWY. 33	CASHTON	WI	54619	(608) 654-5575	brian@portlandimplement.com	(608) 654-5590
POWERCO, INC.	12 STATE ROUTE 173	CLINTON	NJ	8809	(908) 735-2149	powercokubota@yahoo.com	(908) 735-0182
POWERCO, INC.	4046 Christian Spring Rd	Bethlehem	PA	18050	(610) 395-3775	powercokubota@yahoo.com	(610) 395-5603
M & R POWER EQUIPMENT	620 EVANS CITY RD.	BUTLER	PA	16001	(724) 482-2131	jboyer@mrpowerequipment.com	(724) 482-2134
POWERS TRACTOR & EQUIPMENT CO., INC	17690 STEWARTSVILLE RD.	VINTON	VA	24179	(540) 890-4055	powerstractor@aol.com	(540) 890-7476
POWERSPORTS COMPANY, LLC	N8309 KELLOM RD	BEAVER DAM	WI	53916	(920) 887-2709	mike@powersportscompany.com	(920) 887-3702
POWERQUIP	9290 US HIGHWAY 431	ALBERTVILLE	AL	35950	(256) 878-1631	andrew@powerquipinc.com	
KUBOTA OF KINGSPORT	921 E. STONE DR.	KINGSPORT	TN	37660	(423) 378-6100	dtipton@kubotaofkingsport.com	(423) 246-7377
PRISTOWS SALES AND SERVICE, INC.	1900 BEDFORD ST.	JOHNSTOWN	PA	15904	(814) 266-3171	bwingard@pristows.com	(814) 266-5700
PRISTOWS SALES AND SERVICE, INC.	241 GARRETT SHORTCUT RD.	BERLIN	PA	15530	(814) 445-3207	bwingard@pristows.com	(814) 445-3466
PROGRESSIVE TRACTOR & IMPLEMENT CO	5017 I-49 SOUTH	OPELOUSAS	LA	70570	(337) 942-5689	dannys@ptieq.com	(337) 948-1938
PROGRESSIVE TRACTOR & IMPLEMENT	603 E MICHIGAN ST.	STUTTGART	AR	72160	(870) 673-1688	toddh@ptieq.com	
QUALITY EQUIPMENT, INC.	517 1ST AVE	WOODRUFF	WI	54568	(715) 356-5156	qualityequipmentinc@gmail.com	(715) 358-2440
QUALITY EQUIPMENT SALES AND SERVICE	5410 LANDMARK DRIVE	BRAINERD	MN	56401	(218) 297-0991	jdoege@qualityforklift.com	
QUALITY EQUIPMENT SALES AND SERVICE	3800 PARK AVENUE NW	FARIBAULT	MN	55021	(507) 338-7080	jdoege@qualityforklift.com	
QUARLES SUPPLY CO., INC.	3251 S. SPRINGFIELD AVE.	BOLIVAR	MO	65613	(417) 777-2391	bquarles@quarlessupply.com	(417) 777-2393
R & J MATERIAL HANDLING, LTD.	1864 KOUNTRY LANE	FORT DODGE	IA	50501	(515) 955-3400	deanneyetmar@frontiernet.net	(515) 576-4201
R & S RENTALS & SALES	1703 EAST MAIN ST.	TORRINGTON	CT	6790	(860) 489-9221	ruwetsibley@yahoo.com	(860) 482-9198
R.S. OSGOOD & SONS	1101 US ROUTE 2 WEST	EAST DIXFIELD	ME	4227	(207) 645-4934	cindyosgood@roadrunner.com	(207) 645-3832
R & M MOTORS, INC.	177 W. WALTON BLVD.	PONTIAC	MI	48340	(248) 334-4738		(248) 334-2334
R & M TRACTOR AND SUPPLY, INC.	501 PINOLA DR. SE	MAGEE	MS	39111	(601) 849-2141	RMTRACTOR@BELLSOUTH.NET	(601) 849-6976
RADKE IMPLEMENT, INC.	3099 182ND ST.	RUSSELL	KS	67665	(620) 935-4310	harlan@radkeimplement.com	(620) 935-4307
RADKE IMPLEMENT, INC.	1327B TOULON AVE	HAYS	KS	67601	(785) 735-2388	harlan@radkeimplement.com	(785) 735-2363
RANDALL IMPLEMENTS COMPANY, INC.	2991 STATE HWY. 5S	FULTONVILLE	NY	12072	(518) 853-4500	dmickel@randallimpls.com	(518) 853-3917
RAVENSCRAFT IMPLEMENT, INC.	223 S MAIN ST	WHITEWATER	KS	67154	(316) 799-2141	dravenscraft@ravenscraftimpl.com	(316) 799-2710
RAYMOND E. AND HARRY J. MCQUEEN INC	10200 RIDGE RD.	WOLCOTT	NY	14590	(315) 587-4429	mcqueens@rochester.rr.com	(315) 587-2003
RELIABLE EQUIPMENT, LLC	250 HWY 51 N	HERNANDO	MS	38632	(662) 429-4426	gbolden@reliableequipmentllc.com	(662) 429-4427
REW MOTORS, INC.	N9705 US HIGHWAY 45	BIRNAMWOOD	WI	54414	(715) 449-2524	dennisrew@rewmotors.com	(715) 449-3209
REW MOTORS, INC.	N 2960 HWY 45 NORTH	ANTIGO	WI	54409	(715) 627-7124	johnrew@rewmotors.com	(715) 623-4195
RHINEHART EQUIPMENT COMPANY	3556 MARTHA BERRY HWY NE	ROME	GA	30165	(706) 232-8962	walker@rhinehartequipment.com	(706) 232-1531
RHODE ISLAND HARVESTING COMPANY	15 EXTENSION 184	ASHAWAY	RI	2804	(401) 377-2670	admin@rhodeislandharvesting.com	(401) 377-2612
RICER EQUIPMENT, INC.	49 GOOD MANOR RD.	LUCASVILLE	OH	45648	(740) 289-4318	lyle.ricer@ricerequipment.com	(740) 289-4814
RICER EQUIPMENT, INC.	486 BURLINGTON RD.	JACKSON	OH	45640	(740) 288-4318	lyle.ricer@ricerequipment.com	(740) 286-1751
RICKREALL FARM SUPPLY, INC.	130 MAIN ST	RICKREALL	OR	97371	(503) 623-2366	chad.hochstetler@rickfarm.com	(503) 623-2367
RICO TRACTOR, INC.	ROAD 153 KM 6.9	SANTA ISABEL	PR	757	(787) 845-4669	l.torres@ricotractor.com	(787) 845-2740
RIDGE EQUIPMENT CO., INC.	6820 US HIGHWAY 27 N	SEBRING	FL	33870	(863) 382-4157	dan@ridge-equipment.com	(863) 382-0659
RIDDLE FARM EQUIPMENT, INC.	3640 N GLENN AVE	WINSTON SALEM	NC	27105	(336) 767-2001	michael@riddletractor.com	(336) 767-0539
RIGG'S OUTDOOR POWER EQUIPMENT	1656 MORTHLAND DR	VALPARAISO	IN	46385	(219) 462-4099	bryon.merritt@riggsdirect.com	(219) 462-6278
RIGG'S OUTDOOR POWER EQUIPMENT	108 EASTSHORE CT	LAPORTE	IN	46350	(219) 362-6000	jeff.macleod@riggsdirect.com	(219) 324-9462
RIGG'S OUTDOOR POWER EQUIPMENT	3997 STATE ROAD 38 E	LAFAYETTE	IN	47905	(765) 446-7800	don.white@riggsdirect.com	(765) 446-1918
RIGG'S OUTDOOR POWER EQUIPMENT	825 MEIJER DR.	MISHAWAKA	IN	46544	(574) 254-9800	jerry.klemczak@riggsdirect.com	
RITCHIE IMPLEMENT, INC.	507 W MAIN ST	COBB	WI	53526	(608) 623-2331	ritchies@ritchiesinc.com	(608) 623-2216
RITCHIE IMPLEMENT, INC.	1849 ERVIN JOHNSON DR	DARLINGTON	WI	53530	(608) 776-4439	ritchies@ritchiesinc.com	(608) 776-8052
RITCHIE IMPLEMENT, INC.	100 W INDUSTRIAL DR	BARNEVELD	WI	53507	(608) 924-9711	barneveld@ritchiesinc.com	(608) 924-1835
RITCHIE IMPLEMENT, INC.	6296 WI - 35 & 81	LANCASTER	WI	53813	(608) 723-4128		
RIVER VALLEY TRACTOR - PINE BLUFF	6514 W. BARRAQUE STREET	PINE BLUFF	AR	71602	(870) 515-4171	gbolin@rivervalleytractor.com	
ROBINSON EQUIPMENT	8968 M-46 HWY	LAKEVIEW	MI	48850	(989) 352-7206	kmurphyrobinsoneq@hotmail.com	(989) 352-7209
ROBINSON IMPLEMENT, INC	2002 STREET F24	IRWIN	IA	51446	(712) 782-3171	laner@fmctc.com	(712) 782-3173
ROCKBRIDGE KUBOTA	645 WADDELL ST.	LEXINGTON	VA	24450	(540) 463-7381	wwhitmore@rfcoop.com	(540) 463-2095

ROCKY MOUNTAIN MACHINERY	400 SOUTH HIGHWAY 13	CRAIG	CO	81625	(970) 824-5434	sales@rockymtnmachinery.com	(970) 824-1909
ROEDER OUTDOOR POWER	2580 ROCKDALE RD	DUBUQUE	IA	52003	(563) 556-2071	kumail@lawnpower.com	(563) 556-2076
ROEHR'S MACHINERY, INC.	1512 N 6TH STREET	BEATRICE	NE	68310	(402) 228-3319	troehr@roehrsinc.com	
ROGAN EQUIPMENT, INC.	4737 NATIONAL RD. W.	RICHMOND	IN	47374	(765) 966-9801	progan1514@aol.com	(765) 966-3933
ROHLFS IMPLEMENT COMPANY	500 W ADAMS ST	GREENVIEW	IL	62642	(217) 968-2216	williameddings1971@yahoo.com	(217) 968-7212
ROHLFS IMPLEMENT CO.	206 W FRONT ST	HARTSBURG	IL	62643	(217) 642-5215	rohlfsimp@abelink.com	(217) 642-5307
ROMANS OUTDOOR POWER, INC.	3011 W MAIN ST.	INDEPENDENCE	KS	67301	(620) 331-2970	romansmc@yahoo.com	(620) 331-0105
ROMANS OUTDOOR POWER, INC.	203 CRESTVIEW CIRCLE	LOUISBURG	KS	66053	(913) 837-5225	romansmc@yahoo.com	(913) 837-5229
ROMANS OUTDOOR POWER INC	501 NE WASHINGTON BLVD	BARTLESVILLE	OK	74006	(918) 331-9100	mike@okiekubota.com	(918) 227-2846
ROSY BROS., INC.	5727 DRYDEN RD	DRYDEN	MI	48428	(810) 796-3770	j_roszczewski@yahoo.com	(810) 796-3764
RUCKER EQUIPMENT COMPANY	3910 N US HIGHWAY 79	PALESTINE	TX	75801	(903) 729-6951	brian@ruckerequipment.com	(903) 729-3038
RUETER'S	1803 RADIANT RD	CARROLL	IA	51401	(712) 792-9294	cpevestorf@rueterco.com	(712) 792-6808
RUETER'S	HWY 30 WEST	GRAND JUNCTION	IA	50107	(515) 738-2571	kye@rueterco.com	(515) 738-2343
RUSLER IMPLEMENT CO.	29050 E. HWY. 96	PUEBLO	CO	81001	(719) 948-3338	brett@ruslerimplement.com	(719) 948-9736
RUSLER IMPLEMENT CO.	18911 HWY. 50 EAST	ROCKY FORD	CO	81067	(719) 254-7842	bart@ruslerimplement.com	(719) 254-7847
RIVER VALLEY TRACTOR - RUSSELLVILLE	702 WEIR RD	RUSSELLVILLE	AR	72802	(479) 968-3795	rwallace@rivervalleytractor.com	(479) 968-8961
RUSSO POWER EQUIPMENT	9525 IRVING PARK RD	SCHILLER PARK	IL	60176	(847) 678-9525	jglaviano@russopower.com	(847) 678-0705
RUSSO POWER EQUIPMENT	1636 NORTH AURORA RD.	NAPERVILLE	IL	60563	(630) 219-2440	jglaviano@russopower.com	(630) 219-2095
RUSSO POWER EQUIPMENT	1001 NORTH RANDALL ROAD	ELGIN	IL	60123	(224) 268-3035	jglaviano@russopower.com	
BAYOU KUBOTA	1905 FARMERVILLE HWY	RUSTON	LA	71270-3007	(318) 251-2946	jeremy@bayoukubota.com	(318) 255-8739
BAYOU KUBOTA	2000 REEVES MARINE BLVD	BOSSIER CITY	LA	71112	(318) 525-6001	jeremy@bayoukubota.com	
RUWET-SIBLEY EQUIPMENT CORPORATION	194 DANBURY ROAD	NEW MILFORD	CT	6776	(860) 354-9336	ruwetsales@sbcglobal.net	(860) 354-0856
M.B. TRACTOR & EQUIPMENT	10 BITTERN LN	TILTON	NH	3276	(603) 286-4101	brianl@mbtractor.com	(603) 286-2039
S & L EQUIPMENT	492 COUNTY ROAD 519	BELVIDERE	NJ	7823	(908) 475-8111	kyle.slnj@live.com	(908) 475-8277
SOUTHERN TRACTOR & OUTDOORS, INC.	505 US-82 WEST	LEESBURG	GA	31763	(229) 435-2212	jay@kubotafirst.com	(229) 435-2213
SOUTHERN TRACTOR & OUTDOORS, INC.	1205 VETERANS PARKWAY N.	MOULTRIE	GA	31788	(229) 985-3882	jgay@kubotafirst.com	(229) 891-3382
SOUTHERN TRACTOR & OUTDOORS	2902 HWY 84 WEST	VALDOSTA	GA	31602	(229) 588-8100	rkendrick@kubota1st.com	
SACRAMENTO FOR TRACTORS, INC.	3850 POWER INN RD.	SACRAMENTO	CA	95826	(916) 454-4444	KRISSACTRACTOR@GMAIL.COM	(916) 454-4698
SALEM FARM SUPPLY, INC.	5109 STATE ROUTE 22	SALEM	NY	12865	(518) 854-7424	clewis@salemfarmsupply.com	(518) 854-3057
SALEM FARM SUPPLY, INC.	841 ROUTE 9H	CLAVERACK	NY	12513	(518) 828-1781	clewis@salemfarmsupply.com	(518) 828-2173
SANDBERG IMPLEMENT, INC.	160085 HWY. 71	GERING	NE	69341	(308) 436-2179	sandberg@sandbergimplementinc.com	(308) 436-4354
SANDHILL EQUIPMENT, INC.	44362 STATE HWY 20	BASSETT	NE	68714	(402) 684-2331	dennis@sandhilleq.com	(402) 684-2336
SANTA FE MOTOR SPORTS, INC	2594 CAMINO ENTRADA	SANTA FE	NM	87507	(505) 438-1888	nancy@santafemotorsports.com	(505) 438-0944
SAPELO EQUIPMENT CO., LLC	110 PEEK RD.	BRUNSWICK	GA	31525	(912) 264-6066	dave@sapeloequipmentco.com	(912) 264-6221
SAXBY IMPLEMENT CORP.	180 VICTOR MENDON RD	MENDON	NY	14506	(585) 624-2938	saxbycorp@frontiernet.net	(585) 624-2943
SCHAFFER KUBOTA	1023 S. WALTON WALKER BLVD	IRVING	TX	75060	(972) 953-0232	Joe@schafferkubota.net	(469) 586-5169
SCHOLTEN'S EQUIPMENT	8223 GUIDE MERIDIAN ROAD	LYNDEN	WA	98264	(360) 354-4071	mikejscholten@gmail.com	(360) 354-4094
SCHOLTEN'S EQUIPMENT	9534 GREEN ROAD	BURLINGTON	WA	98233-4634	(360) 755-0560	todd@scheq.com	(360) 755-9489
SCOTT EQUIPMENT COMPANY	13854 HIGHWAY 43	RUSSELLVILLE	AL	35653	(256) 332-0356	bryan@scottkubota.com	(866) 891-6762
SEAL TRACTOR COMPANY	1100 US 61 SOUTH	WOODVILLE	MS	39669	(601) 888-4253	wil@sealtractor.com	(601) 888-3248
SELBY IMPLEMENT	2201 N. 24TH. ST.	QUINCY	IL	62301	(217) 222-6480	vern@selbyimplement.com	(217) 222-6540
SERVICE MOTOR COMPANY, INC.	3969 CHAMPEAU RD.	NEW FRANKEN	WI	54229	(920) 468-7700	dean.raasch@servicemotor.com	(920) 468-0712
SERVICE MOTOR COMPANY, INC.	N 5560 COUNTY HWY D	FOND DU LAC	WI	54937	(920) 923-1768	kevin.sommer@servicemotor.com	(920) 923-1796
SERVICE MOTOR COMPANY, INC.	W9614 US HWY 96	DALE	WI	54931	(920) 779-4311	kimberlee.sommer@servicemotor.com	(920) 667-5330
SERVICE MOTOR COMPANY, INC.	6639 HWY 66	STEVENS POINT	WI	54481	(715) 592-4111	bryce.stetler@servicemotor.com	(715) 592-4702
SERVICE MOTOR COMPANY, INC.	831 NORTH MAIN ST.	SEYMOUR	WI	54165	(920) 833-2378	dean.raasch@servicemotor.com	(920) 833-2380
SERVICE MOTOR COMPANY, INC.	4047 COUNTY ROAD W W	WAUSAU	WI	54401	(715) 675-0052	bryce.stetler@servicemotor.com	(715) 675-9311
SHEA TRACTOR & EQUIPMENT	9066 HIGHWAY 301 SOUTH	STATESBORO	GA	30458	(912) 259-1050	cshea@sheatractor.com	
OUTDOOR POWER SOURCE, INC.	2701 LEITCHFIELD RD.	ELIZABETHTOWN	KY	42701	(270) 737-8118	megan@outdoorpowersourceky.com	(888) 214-4331
C.M. & W.O. SHEPPARD, INC.	440 RIVERSIDE DRIVE	HOOD RIVER	OR	97031	(541) 386-3603	craig@sheppards.com	(541) 386-5188
SIEVERS EQUIPMENT CO.	1351 W JACKSON ST	AUBURN	IL	62615	(217) 438-6111	dwight.kayser@sieversequipment.com	(217) 438-6815
SIEVERS EQUIPMENT CO.	1202 S. STATE ST.	JERSEYVILLE	IL	62052	(618) 498-5595	Derrick.Palmer@SieversEquipment.com	
SILER IMPLEMENT COMPANY, INC.	6204 CUMBERLAND FALLS HWY.	CORBIN	KY	40701	(606) 528-6481	silerim@accesshsd.net	(606) 528-6492
SIMMONS TRACTOR AND HARDWARE, INC.	601 EAST 1ST STREET	DERIDDER	LA	70634	(337) 463-8573	office@simmonstractor.net	(337) 462-5028
SINK FARM EQUIPMENT, INC.	1840 W US HIGHWAY 64	LEXINGTON	NC	27295	(336) 243-5138	juliesmith@sinkfarmequipment.com	(336) 243-5820
SIX & MANGO EQUIPMENT, LLP	8741 MAIN ST.	FRISCO	TX	75034	(972) 335-2731	champ.walker@sixandmango.com	(972) 377-2798
SKINNER'S GARAGE, INC.	4142 PLEASANT AVE	PICKFORD	MI	49774	(906) 647-5655	skinners5655@gmail.com	(906) 647-2603

SMITH VALLEY GARAGE, INC.	2828 HWY 208	WELLINGTON	NV	89444	(775) 465-2287	d.smith@smithvalleygarage.com	(775) 465-2400
SNEAD TRACTOR, LLC	1507 W. MAIN ST.	CENTRE	AL	35960	(256) 927-5454	mandysprewell@yahoo.com	(256) 927-6767
SNELL EQUIPMENT, INC.	6698 STATE HWY. 56	POTSDAM	NY	13676	(315) 265-5753	matt@snellequipmentnny.com	(315) 265-0146
SOUTH ALABAMA KUBOTA AND RENTAL LLC	2951 S ALABAMA AVE	MONROEVILLE	AL	36460	(251) 575-3146	laidbacksfarm@gmail.com	(251) 575-4335
SOUTH GEORGIA TRACTOR, INC.	1920 US HWY. 84 E	CAIRO	GA	39828	(229) 377-1585	durie@southgatractor.com	(229) 377-7804
SGT RENTAL & SALES	4017 WOODVILLE HWY.	TALLAHASSEE	FL	32305	(850) 671-2585	scott@southgatractor.com	(850) 671-1600
SOUTHEASTERN EQUIPMENT CO., INC.	4951 W. 96TH. ST.	INDIANAPOLIS	IN	46268	(317) 872-4877	jkoch@southeasternequip.com	(317) 879-9015
SOUTHSIDE EQUIPMENT	891 SOUTH JEFFERSON ST. SE	MILLEDGEVILLE	GA	31061	(478) 452-5523	sbrack@southsideequip.com	(478) 453-7384
SOUTHERN EQUIPMENT CO., LLC	25465 ALABAMA HIGHWAY 55	ANDALUSIA	AL	36420	(334) 222-7368	jeff@southernequipmentco.com	(334) 427-0595
SOUTHERN TIER TRAILER SALES, INC.	4018 N MAIN STREET EXT	JAMESTOWN	NY	14701	(716) 985-4600	dale@southerntiertrailer.com	(716) 985-4740
SOUTHWEST AG, INC.	39927 HIGHWAY 160	BAYFIELD	CO	81122	(970) 884-4101	rich@swaginc.com	(970) 884-9228
SOWELL TRACTOR CO., INC.	2841 HIGHWAY 77	PANAMA CITY	FL	32405	(850) 763-5441	sowelltractor@knology.net	(850) 913-9957
SPARTA EQUIPMENT SALES & SERVICE	906 N MARKET ST	SPARTA	IL	62286	(618) 443-5015	shevlin7@yahoo.com	(618) 443-6010
SPARTA EQUIPMENT SALES & SERVICE	405 W ELM ST	OKAWVILLE	IL	62271	(618) 243-6522	jon@okawvilleequipment.com	
SPAULDING EQUIP CO. OF SOUTH BOSTON	22950 KINGS HWY	CLOVER	VA	24534	(434) 735-8161	sales@spauldingequipment.net	(434) 735-8628
SPRINGDALE TRACTOR CO.	6160 W SUNSET AVE	SPRINGDALE	AR	72762	(479) 361-2513	john@springdaletractor.com	(479) 361-9125
ST. JOSEPH EQUIPMENT, INC.	4710 COUNTY 7 RD SE	EYOTA	MN	55934	(507) 545-2000	brad.murphy@stjosephequipment.com	(507) 545-2320
STANLY TRACTOR COMPANY	37931 US 52 HIGHWAY	NEW LONDON	NC	28127	(704) 983-1106	Tom@stanlytractor.com	(704) 983-1107
STAR EQUIPMENT	42254 E. I 55 SERVICE RD.	HAMMOND	LA	70403	(985) 345-7891	tractors@startractors.com	(985) 345-2380
STATE EQUIPMENT, INC.	560 NEW GOFF MOUNTAIN ROAD	CROSS LANES	WV	25313	(304) 776-4405	eddie@stateequipment.com	(304) 776-4409
STATE EQUIPMENT, INC.	137 CLIFFTOP DR	BEAVER	WV	25813	(304) 252-5300	eddie@stateequipment.com	(304) 252-5325
STATE EQUIPMENT, INC.	5541 BENEDUM DR	SHINNSTON	WV	26431	(304) 592-0491	tconner@stateequipment.com	
STATE EQUIPMENT, INC.	6500 EMERSON AVE	PARKERSBURG	WV	26104	(304) 422-4093	eddie@stateequipment.com	
STATE EQUIPMENT, INC.	370 OLD WESTON RD	BUCKHANNON	WV	26201	(304) 472-5619	eddiel@stateequipment.com	(304) 472-5831
STATESVILLE AG & TURF	2457 SIMONTON RD	STATESVILLE	NC	28625	(704) 873-2088	BURTBRINSON1@YAHOO.COM	
STEEN ENTERPRISES, INC.	7634 SAVANNAH HIGHWAY	ADAMS RUN	SC	29426	(843) 889-2292	steenent@gmail.com	(843) 889-2994
STERLING FARM EQUIPMENT, INC.	13893 KAUFFMAN AVE.	STERLING	OH	44276	(330) 939-2561	conrad@sterlingfarmstore.com	(330) 939-5841
STERLING FARM EQUIPMENT, INC.	6131 ASHLAND RD.	WOOSTER	OH	44691	(330) 264-4175	conrad@sterlingfarmstore.com	(330) 262-4887
STEVENSON TRACTOR, INC.	1792 S MILITARY HWY.	CHESAPEAKE	VA	23320	(757) 420-4220	david@stevensontractor.com	(757) 420-4224
STEWART MARTIN EQUIPMENT	12751 HIGHWAY 75	OKMULGEE	OK	74447	(918) 756-3560	rodneyb@smekubota.com	(918) 756-3563
STEWART MARTIN KUBOTA	2509 S 32ND ST	MUSKOGEE	OK	74401	(918) 683-1000	krysti@smekubota.com	(918) 683-1011
STEWART MARTIN KUBOTA OF BROKEN ARR	1275 NORTH ELM PLACE	BROKEN ARROW	OK	74012	(918) 938-0600	jeffw@smekubota.com	
STOLTZFUS FARM SERVICE, INC.	1043 GAP NEWPORT PIKE	COCHRANVILLE	PA	19330	(610) 593-2407	estoltzfus@stoltzfusinc.com	(610) 593-2482
MACHINE SHED	1801 EAST STREET	IOLA	KS	66749	(620) 365-5692	mike@storrerimplement.com	(620) 365-5203
STREACKER TRACTOR SALES, INC.	1218 TRENTON AVE.	FINDLAY	OH	45840	(419) 422-6973	karl@streackertractor.com	(419) 422-5084
STREACKER TRACTOR SALES, INC.	1400 N 5TH ST.	FREMONT	OH	43420	(419) 334-9775	greg@streackertractor.com	(419) 334-9778
STREATOR FARM MART, INC.	1684 N 17TH RD	STREATOR	IL	61364	(815) 672-0007	sfminc1968@frontier.com	
STUTZMAN POWER EQUIPMENT, LLC	11280 W US 20	SHIPSHEWANA	IN	46565	(574) 825-7281	chris@stutzmanpower.com	
STOLLER INTERNATIONAL, INC.	15521 E. 1830 N. RD.	PONTIAC	IL	61764	(815) 844-6197	parts.pontiac@stollerih.com	(815) 842-3213
STONE'S FARM SERVICE, INC.	921 EAST MAIN ST.	GREENSBURG	IN	47240	(812) 663-3787	sales@stonesfarmservice.com	(812) 663-9873
SUNSET EQUIPMENT	100 PORT AVE.	ST. HELENS	OR	97051	(503) 397-1012	shawn@watkinstractor.com	(503) 397-1044
SUNSET KUBOTA	3092 N 2000 W #A	FARR WEST	UT	84404	(801) 731-5381	travis.petersen@sunsetkubota.com	(801) 731-1557
ALABAMA TRACTOR	620 SPEEDWAY IND. DRIVE	LINCOLN	AL	35096	(256) 362-6113	mikem@talladegatractor.com	(256) 362-6551
ALABAMA TRACTOR	275 6TH AVE	ASHVILLE	AL	35953	(256) 362-6113	lanec@alabamatractor.com	
EDGELLER & HARPER FARM EQUIPMENT	8665 OUTER RD.	MOUNTAIN GROVE	MO	65711	(417) 926-5454	jaltermatt76@gmail.com	(417) 926-5456
TAYLOR FORBES EQUIPMENT CO., INC	1102 EAST 3RD. ST.	FARMVILLE	VA	23901	(434) 392-4139	gcarter@taylor-forbes.com	(434) 392-5826
TERRY COUNTY TRACTOR, INC.	1105 SEAGRAVES HWY	BROWNFIELD	TX	79316	(806) 637-4569	doug@terrycountytractor.com	(806) 637-4560
TCT. INCORPORATED	8504 HIGHWAY 87	LUBBOCK	TX	79423	(806) 765-0900	Shane@tctinc.com	(806) 765-0026
TERRY IMPLEMENT COMPANY, INC.	20483 STATE HIGHWAY 6	GALLATIN	MO	64640	(660) 663-2183	bterry@terryimplement.com	(660) 663-2797
RIVER VALLEY TRACTOR - TEXARKANA	7478 HAMPTON RD	TEXARKANA	TX	75503	(903) 838-4377	tbenefield@rivervalleytractor.com	(903) 838-4593
TEXOMA UTILITY EQUIPMENT, INC.	3527 N. WASHINGTON AVE.	DURANT	OK	74701	(580) 924-9142	kyle@texomautility.com	(580) 745-9481
TEXAS AG EQUIPMENT, LLC	4420 E. MAIN ST.	UVALDE	TX	78801	(830) 278-1117	rjones@texasagequipment.com	
TEXSTAR KUBOTA, INC.	5966 S. US HIGHWAY 377	STEPHENVILLE	TX	76401	(254) 968-0911	sarah@texstarkubota.com	(254) 968-4155
THE HOMESTEADER'S STORE, INC.	26425 HWY 14 EAST	RICHLAND CENTER	WI	53581	(608) 647-4100	rick@homesteadersstore.com	(608) 647-4300
THE HOMESTEADER'S STORE, INC.	6726 SEYBOLD RD	MADISON	WI	53719	(608) 819-6785	rick@homesteadersstore.com	(608) 819-6786
TIMBERLINE LAWN & RV, INC.	17149 STATE ROUTE 706	MONTROSE	PA	18801	(570) 278-2888	timberlinelrv@gmail.com	(570) 278-2898
TIMBERLINE INTERNATIONAL, INC.	1967 E GRAND AVE	HOT SPRINGS	AR	71901	(501) 623-1665	pwilliams@cablelynx.com	(501) 623-3446

TIMBERLINE INTERNATIONAL, INC.	322 HWY. 70 EAST	GLENWOOD	AR	71943	(870) 356-3111	PWILLIAMS@CABLELYNX.COM	(870) 356-4111
TIPTON INTERNATIONAL, INC.	514 ABBOTT AVE	HILLSBORO	TX	76645	(254) 582-5333	ben@tiptoninternational.com	(254) 582-2768
TOREKU TRACTOR & EQUIPMENT, INC.	4 LITTLETON ROAD	AYER	MA	1432	(978) 772-6619	tony@toreku.com	(978) 772-0831
TOWN & COUNTRY IMPLEMENT, INC.	3105 EAGLE AVE.	ROCK VALLEY	IA	51247	(712) 476-2731	clintb@townandcountryimpl.com	(712) 476-5338
TOWNLINE EQUIPMENT SALES, INC.	1474 ROUTE 12A	PLAINFIELD	NH	3781	(603) 675-6347	matt@townlineequipment.com	(603) 675-2605
TOWNLINE EQUIPMENT SALES, INC	1426 US ROUTE 7	PITTSFORD	VT	5763	(802) 483-6464	matt@townlineequipment.com	(802) 483-2122
TOWNLINE EQUIPMENT SALES, INC.	805 HOOSICK ROAD	TROY	NY	12180	(518) 279-9709	drew@townlineequipment.com	
TOWNLINE EQUIPMENT SALES, INC.	1375 HIGHWAY ROUTE 20	SHARON SPRING	NY	13459	(518) 284-2346	drew@townlineequipment.com	
TOWNLINE EQUIPMENT SALES, INC.	6799 STATE HIGHWAY 23	ONEONTA	NY	13820	(607) 432-8411	drew@townlineequipment.com	
TOWNLINE EQUIPMENT SALES, INC.	5026 ROUTE 81	GREENVILLE	NY	12083	(518) 966-4346	drew@townlineequipment.com	
TOZIER BROS., INC.	110 MILL STREET	SHELTON	WA	98584	(360) 426-4373	artietozier@hotmail.com	(360) 427-8362
Booth Machinery	2645 E US 136	Crawfordsville	IN	47933	(765) 362-6273		
TRI-COUNTY POWER EQUIPMENT, INC.	1073 E. HWY. 11E	JEFFERSON CITY	TN	37760	(865) 475-6025	jason@tri-countypower.com	(865) 475-1530
TRI-STATE RENTALS, INC.	105 SPARTA AVE	NEWTON	NJ	7860	(973) 383-8441	info@tristaterentals.com	(973) 579-6159
TRIEBOLD OUTDOOR POWER, LLC	W8008 COX RD	WHITEWATER	WI	53190	(262) 473-2464	bill@triebold.com	(262) 473-5259
TRINITY DIESEL, INC.	5065 BOYD RD	ARCATA	CA	95521	(707) 826-8400	mbarreto@trinitydiesel.com	(707) 826-8401
TUSCALOOSA TRACTOR, INC.	3921 SKYLAND BLVD. EAST	TUSCALOOSA	AL	35405	(205) 553-8573	tractorstore@bellsouth.net	(205) 554-0431
TYLER BROTHERS FARM EQUIPMENT, INC.	1832 WEST LAMAR ALEXANDER PKWY.	MARYVILLE	TN	37801	(865) 983-2245	INFO@TBFE.COM	(865) 982-1419
TYLER EQUIPMENT CO., INC.	2613 MAIN ST	CONWAY	SC	29526	(843) 248-5294	tylereq@sccoast.net	(843) 248-5894
UNION FARM EQUIPMENT, INC.	1893 HEALD HWY.	UNION	ME	4862	(207) 785-4451	ken.keiran@unionfarmequip.com	(207) 785-4267
UNIVERSAL TRACTOR CO.	815 WADSWORTH BLVD	LAKEWOOD	CO	80214	(303) 233-4666	accounting@universaltractor.com	(303) 233-4669
UNKEFER SALES, LLC	1115 N MARKET ST	MINERVA	OH	44657	(330) 868-6419	zach@unkefereq.com	
VALLEY KUBOTA	1460 N HIGHWAY 40	HEBER CITY	UT	84032	(435) 654-1561	cory.hansen@valleykubota.com	(435) 654-1578
VALLEY TRACTOR & EQUIPMENT, INC.	4857 CONTRACTORS DRIVE	EAST WENATCHEE	WA	98802	(509) 886-1566	dale@valleytractor.com	(509) 884-5464
SCHERER KUBOTA	2303 NORTH MAIN ST.	VICTORIA	TX	77901	(361) 575-2562	brad@victoriaoliverco.com	(361) 572-3720
SCHERER KUBOTA	1984 US HWY. 77 SOUTH	HALLETTSVILLE	TX	77964	(361) 798-1800	brad@victoriaoliverco.com	(361) 572-3720
SCHERER KUBOTA	23280 US HWY 59	EL CAMPO	TX	77437	(979) 543-4951	brad@victoriaoliverco.com	(979) 543-6901
W & W EQUIPMENT, INC.	2740 BLINKER PARKWAY	DUBOIS	PA	15801	(814) 375-9606	walt.w@wandwequipment.com	(814) 375-9460
WALKER & WALKER EQUIPMENT, LLC	75 ANTHONY RUN ROAD	INDIANA	PA	15701	(724) 354-2552	kirk.m@wandwequipment.com	(724) 354-2581
WALKER & WALKER EQUIPMENT	2065 GENERAL POTTER HWY	CENTRE HALL	PA	16828	(814) 364-0891	ruth.c@wandwequipment.com	(814) 364-0893
WALLINGFORD EQUIPMENT CO., INC.	2527 TURNER ROAD	AUBURN	ME	4210	(207) 782-4886	mark@wallingfordequipment.com	(207) 795-0429
COLEMAN TRACTOR OF PARIS	85 TN-218	PARIS	TN	38242	(731) 642-5210	stephanie.coleman@colemantractor.com	(731) 642-2705
COLEMAN TRACTOR OF WHITE HOUSE	3613 HWY. 31 W.	WHITE HOUSE	TN	37188	(615) 672-4400	jsearles@colemantractor.com	
COLEMAN TRACTOR OF NASHVILLE	1402 DICKERSON PIKE	NASHVILLE	TN	37207	(615) 227-8291	jsearles@colemantractor.com	
WATKINS TRACTOR SUPPLY	501 PACIFIC AVE S	KELSO	WA	98626	(360) 423-7220	john@watkinstractor.com	(360) 423-0628
WAVERLY HALL FARM & TRACTOR, INC.	7610 GA HWY 85	WAVERLY HALL	GA	31831	(706) 582-3194	waverlyhalltractor@yahoo.com	(706) 582-3195
WAYDE'S EQUIPMENT, LLC	510 GROVE ST.	CUBA	MO	65453	(573) 677-0707	waydeseq@misn.com	(573) 677-0578
WAYDE'S EQUIPMENT OF UNION	1218 W. SPRINGFIELD AVE.	UNION	MO	63084	(636) 583-8830	waydesofunion@gmail.com	(635) 583-7956
WC TRACTOR - NAVASOTA	10044 HWY. 6 SOUTH	NAVASOTA	TX	77868	(936) 825-7577	chris@wctractor.com	(936) 825-8459
WC TRACTOR	5435 HWY. 290 EAST	BRENHAM	TX	77833	(979) 830-0692	REGAN.SAUNDERS@WCTRACTOR.COM	(979) 830-1042
WC TRACTOR	1960 N EARL RUDDER FWY	BRYAN	TX	77808	(979) 778-0325	chris@wctractor.com	(979) 778-2826
WC TRACTOR - TEMPLE	5345 S GENERAL BRUCE	TEMPLE	TX	76502	(254) 742-1212	chris@wctractor.com	(254) 742-2747
WC TRACTOR	4204 INTERSTATE 35 S.	WACO	TX	76706	(254) 662-2420	joshk@wctractor.com	
WC TRACTOR	1537 HIGHWAY 36	SEALY	TX	77474	(979) 885-3549	amy.lessing@wctractor.com	
WC TRACTOR	190 HWY 39 SOUTH	NORMANGEE	TX	77871	(936) 396-3101	chris@wctractor.com	
WEINGARTZ SUPPLY CO.	46061 VAN DYKE AVE.	UTICA	MI	48317	(586) 731-7240	ron@weingartz.com	(586) 731-9319
WESCO, INC.	27 BROAD ST.	NORWALK	CT	6851	(203) 847-2496	ART_wesco@msn.com	(203) 846-3401
RUSH KUBOTA, INC.	1805 SYCAMORE ST	WEST POINT	NE	68788	(402) 374-1933	jason.rush@nattinc.com	(402) 374-1978
WEST VIRGINIA OUTDOOR POWER INC	580 SOUTH MINERAL ST	KEYSER	WV	26726	(304) 788-0008	Rob.wmop@gmail.com	(304) 788-0088
WESTCHESTER TRACTOR, INC.	60 INTERNATIONAL BLVD.	BREWSTER	NY	10509	(845) 278-7766	andrew@wtractor.com	(845) 278-4431
WESTERN IMPLEMENT CO., INC.	2919 NORTH AVE.	GRAND JUNCTION	CO	81504	(970) 242-7960	d.coleman@westernimplement.com	(970) 242-5241
WESTERN IMPLEMENT CO., INC.	4520 N TOWNSEND AVE	MONTROSE	CO	81401	(970) 252-1311	D.COLEMAN@WESTERNIMPLEMENT.COM	(970) 252-3654
WHIPP SALES & SERVICE, INC	701 S 8TH ST	CLARINDA	IA	51632	(712) 542-5114	jeffc.whippsales@gmail.com	(712) 542-4177
WHITE'S FARM SUPPLY, INC.	962 STATE RT. 12	WATERVILLE	NY	13480	(315) 841-4181	norm.houck@whitesfarmsupply.com	(315) 841-4743
WHITE'S FARM SUPPLY, INC.	8207 STATE ROUTE 26	LOWVILLE	NY	13367	(315) 376-0300	sfazekas@whitesfarmsupply.com	(315) 376-0301
WHITE'S FARM SUPPLY, INC.	4154 STATE ROUTE 31	CANASTOTA	NY	13032	(315) 697-2214	dougwhite@whitesfarmsupply.com	(315) 697-8024
WICKHAM TRACTOR CO.	15447 US HWY. 34	FORT MORGAN	CO	80701	(970) 867-5669	jason@wickhamtractor.com	(970) 867-7704

WICKHAM TRACTOR CO.	18875 CR 24	STERLING	CO	80751	(970) 521-9999	hallie@wickhamtractor.com	(970) 521-3983
WICKHAM TRACTOR CO.	301 E. 8TH STREET	GREELEY	CO	80631	(970) 352-2288	brad@wickhamtractor.com	
WICKHAM TRACTOR CO.	1828 E MULBERRY ST.	FORT COLLINS	CO	80524	(970) 631-8289	hallie@wickhamtractor.com	
WICKHAM TRACTOR CO.	4100 SOUTH VALLEY DR.	LONGMONT	CO	80504	(970) 535-3310	hallie@wickhamtractor.com	
WILLIAMS FARM MACHINERY, INC.	1115 LANSING RD	CHARLOTTE	MI	48813	(517) 543-4770	sdarling@williamsfarm.com	(517) 543-4957
WILLARD'S EQUIPMENT COMPANY	255 SOUTH M-33	WEST BRANCH	MI	48661	(989) 345-3128	WANGLERJW56@YAHOO.COM	(989) 345-2311
WILSON TRACTOR, INC.	440 WILSON RD.	NEWBERRY	SC	29108	(803) 276-1151	w_tracto@bellsouth.net	(803) 276-5665
WILSON EQUIPMENT & OUTDOOR, LLC	450 JAMIL RD	COLUMBIA	SC	29210	(803) 750-0844	aprilwilson@wilsonmarine.net	(803) 750-9214
WINCHESTER EQUIPMENT CO.	121 INDIAN HOLLOW RD.	WINCHESTER	VA	22603	(540) 667-2244	charles.marhenke@winchesterequipment.com	(540) 665-3058
VALLEY EQUIPMENT COMPANY	230 CHARLES ST	HARRISONBURG	VA	22802	(540) 434-9961	kevin.ruddle@winchesterequipment.com	(540) 434-3779
WINCHESTER EQUIPMENT CO.	13125 ARTO ST.	BRISTOW	VA	20136	(703) 754-3300	cody.strawderman@winchesterequipment.com	
WINCHESTER EQUIPMENT CO.	11285 WASHINGTON HWY	ASHLAND	VA	23005	(804) 752-4999	april.spoon@winchesterequipment.com	
WINDHAM TRACTOR & IMPLEMENT CO.	592 EAST MAIN STREET	PHILADELPHIA	MS	39350	(601) 656-2761	susan@windhamtractor.net	(601) 656-5653
WINONA TRACTOR & EQUIPMENT CO., INC	220 N APPLEGATE ST	WINONA	MS	38967	(662) 283-1128	dealer@winonatractor.com	(662) 283-5745
WISS & WISS EQUIPMENT, INC.	155 E. CHESTNUT ST.	KAHOKA	MO	63445	(660) 727-3374	wisswiss@centurytel.net	(660) 727-3153
WICHITA TRACTOR CO.	1750 S WEST ST	WICHITA	KS	67213	(316) 942-8118	clayton@wichitatractor.com	(316) 942-3901
HOLT AG SOLUTIONS	95 W KENTUCKY AVE	WOODLAND	CA	95695	(530) 666-1944	jwalker@holtags.com	(530) 666-0255
WOODSTOCK EQUIPMENT CO.	21902 OLD VALLEY PIKE	WOODSTOCK	VA	22664	(540) 459-3233	woodstockequipment@gmail.com	(540) 459-3286
WOOTEN TRACTOR CO.	2031 HIGHWAY 51 S.	COVINGTON	TN	38019	(901) 476-2631	wootentractor@hotmail.com	(901) 475-0600
WOLF KUBOTA	24561 RED ARROW HWY	MATTAWAN	MI	49071	(269) 668-7800	jimr@wolfkubota.com	(269) 668-7806
WOLVERINE RENTAL & SUPPLY, INC.	5475 S. STATE RD.	ANN ARBOR	MI	48108	(734) 665-3223	RRASCHINC@AOL.COM	(734) 665-6785
WOWCO EQUIPMENT CO.	12120 INTERSTATE 10 EAST	BAYTOWN	TX	77523	(281) 383-3100	shirley.smith@wowco.com	(281) 383-2881
NORTHERN NEVADA EQUIPMENT, LLC	1343 W. IDAHO ST.	ELKO	NV	89801	(775) 777-3092	scott.w@northernnevadaequipment.com	(775) 777-3093
YES EQUIPMENT & SERVICES, INC.	7001 MANUFACTURERS DR	MADISON	WI	53704	(608) 243-9253	darrin@yesequipment.com	
ZIMMER TRACTOR	11173 US-52	BROOKVILLE	IN	47012	(765) 647-2641	dwzimmer@zimmertractor.com	(765) 647-5041
ZIMMER TRACTOR	461 BREADEN DR.	MONROE	OH	45050	(513) 539-0539	dwzimmer@zimmertractor.com	(513) 539-3414
ZIMMER TRACTOR	7690 US 50	AURORA	IN	47001	(812) 926-3999	cwurzelbacher@zimmertractor.com	(812) 926-4205
ZIMMERER KUBOTA & EQUIPMENT, INC.	2825 N. NOLAN RIVER RD.	CLEBURNE	TX	76033	(817) 645-9106	jeffm@zkmail.com	(817) 517-7808
ZIMMERER KUBOTA & EQUIPMENT, INC.	5165 MARK IV PKWY	FT WORTH	TX	76106	(817) 281-6143	samz@zkmail.com	(817) 581-1297
ZIMMERER KUBOTA & EQUIPMENT, INC.	4701 N I-35	DENTON	TX	76207	(940) 382-1564	isaacz@zkmail.com	(972) 434-3839
ZIMMERER KUBOTA & EQUIPMENT, INC.	3472 S. US HWY. 287	DECATUR	TX	76234	(940) 627-4744	samz@zkmail.com	(940) 626-4437
ZIMMERER KUBOTA & EQUIPMENT, INC.	3218 W. HIGHWAY 82	GAINESVILLE	TX	76240	(940) 668-7861	johna@zkmail.com	(940) 665-1038
ZIMMERER KUBOTA & EQUIPMENT, INC.	14851 US HWY 75	VAN ALSTYNE	TX	75495	(903) 712-4035	samz@zkmail.com	

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

51 years. Company not for sale.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Kubota continues to provide dedicated staff to processing and fulfilling Buy Board transactions. Kubota dealership network will continue to support with technical issues, final delivery, and service.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Please see attached

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Fully solvent, worldwide manufacturer with extensive growth plans

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Not applicable

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Not applicable

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Not applicable

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Kubota Tractor Corporation

Mark Adams
Mark Adams (Feb 20, 2023 17:05 CST)

Signature of Vendor Authorized Representative

Printed Name: Mark Adams

Title: Manager, National Account Sales

Date: 2-21-23

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "**Pre-Owned/Reconditioned/Retired Rental**" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
2. Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.**
4. Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport).
8. Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.**
9. Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.**
10. Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.**
11. Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.**
12. Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.**
13. Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.**
14. Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.**
15. Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.**
17. Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.**
18. Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.**

19. Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.**
21. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.**

Section II: Grounds Maintenance Equipment-RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

22. Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments.**

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

23. Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.**

Section IV: Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service Grounds Maintenance Equipment and Related Products

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 706-23
Grounds Maintenance Equipment, Parts, and Supplies

The following addendum is issued to Proposal Invitation 706-23, Grounds Maintenance Equipment, Parts, and Supplies and shall become a permanent part of the Proposal Invitation document:

PROPOSAL DUE DATE
The proposal deadline has been extended for this proposal invitation until **February 21, 2023, at 4:00 P.M.**

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Dr. Grapevine, TX 76051

Signature of Authorized Company Official: Mark Adams

Title: Mgr. National Accounts

Telephone Number: 817-756-1171

Date: 2/21/2023

KUBOTA TRACTOR CORPORATION Information

Address: 1000 Kubota Drive
GRAPEVINE, TX 76051
Phone: (817) 756-1171
Email: jon.cheek@kubota.com

By submitting your response, you certify that you are authorized to represent and bind your company.

TRISHA DAVIS
Signature

trisha.davis@kubota.com
Email

Submitted at 2/21/2023 10:54:41 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies

Proposal-No-706-23 w signatures initials.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Buy Board Submission 2.20.23.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Rental Rate Price Sheet for Line Item No. 22 must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Rental Rate Price Sheet for Line Item No. 22. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Pre-Owned/Reconditioned/Retired Rental Catalog/Pricelist for Line Item No. 23 catalog/pricelist must be submitted with Proposal or Proposal will not be considered)

No response

In Excel or PDF format, upload Pre-Owned/Reconditioned/Retired Rental catalog/pricelist for Line Item No. 23. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1

20230221093732809.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile BuyBoard Marketing Plan.doc

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification _Kubota W-9_2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Form M Attachment Buyboard Sales (2022)_Govt Agencies.xlsx

Form M Attachment BuyBoard Sales

Section 01 T GR_Series_Final1 (12-31-2023).pdf

T GR SERIES

Section 02 ZTR and F_F (TV 02082023).pdf

ZTR & F SERIES

Section 03 W Series_Final1(12-31-2023).pdf

W SERIES

Section 04 RTV 1-4-2023 (1.25.2023) (AP)(4).pdf

RTV SERIES

Section 05 BX 1-3-2023 (AC) (1).pdf

BX SERIES

Section 06 TLB Series 1-10-2023(AC).pdf

TLB SERIES

Section 07 B Series (AC 2-20-2023).pdf

B SERIES

Section 08 L Series (AC 2-17-2023).pdf

L SERIES

Section 09 MX, M60, and M4 Series (AC 2-8-2023).pdf

MX, M60 & M4 SERIES

Section 13 Hay Tools (1-19-2023 TD) .pdf

HAY TOOLS

Section 15 Excavator_Price Pages_(BH 02082023).pdf

LANDSCAPE EXCAVATOR

Section 16_Wheel Loaders_Price Pages_1-12-2023 (BH).pdf

LANDSCAPE WHEEL LOADERS

Section 17 Track Loader_Price Pages_1-3-2023 (TB).pdf

LANDSCAPE TRACK LOADER

Section 18_Skid Steers_Price Pages_01-03-23(wParts to WG).pdf

LANDSCAPE SKID STEER

Bid Attributes

1 Federal Identification Number

Federal Identification Number

95-2801513

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

No

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

No

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☐ *Non-HUB (Yes)*
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name MARK ADAMS
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address MARK.ADAMS@KUBOTA.COM
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 1000 Kubota Drive
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Grapevine
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 75061

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

817-756-1171

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

1879

21 **Company Website**

Company Website (www.XXXXX.com)

www.kubotausa.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

na.support@kubota.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Austin English

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-756-1171

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

1927

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

trisha.davis@kubota.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Trisha Davis

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-532-3879

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

1879

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

na.quotes@kubota.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Mark Adams

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

817-756-1171

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

1879

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

mark.adams@kubota.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Mark Adams

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

630-488-8001

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Kubota Tractor Corporation

44 **Invoice Company Department Name**

Invoice Company Department Name

National Accounts

45 **Invoice Contact Name**

Invoice Contact Name

Tyler Knudson

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1000 Kubota Drive

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Grapevine

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

76051

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

817-756-1171

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

tyler.knudson@kubota.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

na,support@kubota.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 45 days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Kubota Tractor Corporation

75 **Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*

93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Kubota Tractor Corporation
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*

102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*

114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*

126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

B, BX, L, LX, M, MX,

2 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

T, GR SERIES

3 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

F SERIES

4 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

NO BID

5 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Z, ZD SERIES

6 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

W SERIES

7 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GOLF & TURF CARTS

8 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ALL UTILITY TERRAIN VEHICLES

9 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kubota Tractor Corp Catalog

12

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VS - FERTILIZER SPREADERS

14

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RTV - V SERIES AND F SERIES

15

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22	**Section II: Grounds Maintenance Equipment-RENTAL ONLY** (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and** **Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 3:** Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23	**Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY** (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 3:** Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 20, 2025

Sent via email to: na.support@kubota.com

Austin English
KUBOTA TRACTOR CORPORATION
1000 Kubota Drive
Grapevine, TX 76051

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 21, 2024

Sent via email to: na.support@kubota.com

Austin English
KUBOTA TRACTOR CORPORATION
1000 Kubota Drive
Grapevine TX 76051

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by:

12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

Contract Numbers:
GM - #706-23
CE - #785-25

M62TLB WEB QUOTE #2939331
Date: 2/3/2026 7:52:59 AM
-- Customer Information --
Lazarus, Matt
City of Sunrise
mlazarus@sunrisefl.gov
954-578-4822

EXHIBIT B

Quote Provided By
FLORIDA COAST EQUIPMENT, INC.
Joe Moreno
357 PIKE ROAD
WEST PALM BEACH, FL 33411
email: JMoreno@FloridaCoastEQ.com
phone: 5612092705

-- Standard Features --

StdEquip-M62TLB_C1

Kubota

Loader / Landscaper Series M62TLB

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model # V2403-CR-TE4
Tier IV Final Certified
4 Cyl. 148.5 cu. in.
Turbocharged
63 Gross HP (SAE J1995)
59.1 Net HP (SAE J1349)
46.0 PTO HP
@ 2700 Engine RPM
Direct Injection
Charging output 45 Amps
12 V – 80 Amp Hour Battery
Dual Element Air Cleaner

HYDRAULICS
Open Center - Gear Type
Total Pump Capacity 30.9 gpm
Includes Power Steering
BH Boom Swing Pump 8.3 gpm
Front / Rear Remotes 16.0 gpm
Cat I & II 3-point Hitch (Optional)
24" Behind 2976 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE
Bevel-Gear, 4 WD
Hydrostatic Power Steering
Cast Iron – Heavy Duty
Tread spacing, Non-adjustable

DRIVE TRAIN
HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 15.7 mph
Rear Differential Lock
Multiple Wet Disc Brakes
4 Wheel Drive

DIMENSIONS
Transport Length 252.9”
Width 75.0”
Height to ROPS top 102.1”
Wheelbase 80.7”
Ground Clearance 13.8”

POWER TAKE OFF
Hydraulic Independent Rear PTO
Running 540 rpm @ 2550 Eng. RPM
SAE – 1-3/8, 6 splines

SAFETY EQUIPMENT
Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

SELECTED TIRES
sub154
FRONT - 12-16.5 R3 Titan Torc Trac

FLUID CAPACITY
Fuel Tank 17.7 gals.
Crankcase 9.9 qts.
Eng. Coolant 8.7 qts.
Transmission and 12.2 gal.
Hydraulics
Front Axle Case 13.2 qts.

LIGHTING
2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS
IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer, Travel Speed, PTO Speed, Warnings, Maintenance Alerts, On-board Diagnostics

REAR AXLE
Heavy Duty Axle w/ Differential Lock
Bull-gear final drives
Multiple Wet Disc Brakes

STANDARD EQUIPMENT
Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm & Horn
3-point Linkage Storage
Larger Canopy
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses & Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses & Pipes
Thumb Bracket
Stabilizer Cylinder Cover
Improved Inching Performance
High Quality Hydraulic Cylinders
Tie-down Rings for Transport

-- Custom Options --

M62TLB Base Price:	$53,853.00
Selected Kubota Attachments	
(1) 84" QC HEAVY DUTY ROUND BACK BKT/M62 TL3421A-84" QC HEAVY DUTY ROUND BACK BKT/M62	$1,678.00
(1) BACKHOE W/O BUCKET / M62TLB BT1400-BACKHOE W/O BUCKET / M62TLB	$22,696.00
(1) FRONT LOADER FOR THE M62TLB PNF TL1800-FRONT LOADER FOR THE M62TLB PNF	$10,484.00
(1) REAR REMOTE VALVE KIT (3) CANNOT BE USED SIMULTANEOUSLY WITH BACKHOE L3995A-REAR REMOTE VALVE KIT (3) CANNOT BE USED SIMULTANEOUSLY WITH BACKHOE	$3,103.00
(1) BOLT ON CUTTING EDGE FOR / TL3421A TL3431A-BOLT ON CUTTING EDGE FOR / TL3421A	$341.00
(2) RUBBER SHOE L9467-RUBBER SHOE	$332.00
(1) 18" PIN-ON BACKHOE BUCKET BT2913A-18" PIN-ON BACKHOE BUCKET	$1,151.00
(1) 3P LINKAGE KIT L3951-3P LINKAGE KIT	$1,009.00
(1) 3 POINT HITCH LINKAGES/STORAGE PANEL PNF M1808-3 POINT HITCH LINKAGES/STORAGE PANEL PNF	$324.00
(1) DRAWBAR HITCH L9475-DRAWBAR HITCH	$287.00
(1) PLASTIC TOOL BOX/L39/L45/L48/M59 TLB L9476A-PLASTIC TOOL BOX/L39/L45/L48/M59 TLB	$122.00
Selected Land Pride Attachments	
(1) 5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity AP-PFL5648-93-5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity	$1,702.00
Total Kubota Attachments:	$41,527.00
Total Land Pride Attachments:	$1,702.00
Total Attachments:	$43,229.00
Configured Price:	$97,082.00
BUY BOARD Discounts:	
Kubota Items:	($20,983.60)
Land Pride Items:	($425.50)
Total Discount:	($21,409.10)
SUBTOTAL:	$75,672.90
Factory Assembly:	$775.00
Kubota Item Fees:	
Dealer Assembly:	$1,246.67
Freight Cost:	$1,662.50
PDI:	$400.00
Land Pride Item Fees:	
Dealer Assembly:	$70.00
Total Unit Price:	$79,827.07
Quantity Ordered:	1
Final Sales Price:	$79,827.07

REAR - 16.9-24 R3 Titan Torc Trac	

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.41.30

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Contract Numbers:
GM - #706-23
CE - #785-25

M62TLB WEB QUOTE #2939331
Date: 2/3/2026 7:52:59 AM
-- Customer Information --
Lazarus, Matt
City of Sunrise
mlazarus@sunrisefl.gov
954-578-4822

EXHIBIT B

Quote Provided By
FLORIDA COAST EQUIPMENT, INC.
Joe Moreno
357 PIKE ROAD
WEST PALM BEACH, FL 33411
email: JMoreno@FloridaCoastEQ.com
phone: 5612092705

-- Standard Features --

StdEquip-M62TLB_C1

Kubota

Loader / Landscaper Series M62TLB

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model # V2403-CR-TE4
Tier IV Final Certified
4 Cyl. 148.5 cu. in.
Turbocharged
63 Gross HP (SAE J1995)
59.1 Net HP (SAE J1349)
46.0 PTO HP
@ 2700 Engine RPM
Direct Injection
Charging output 45 Amps
12 V – 80 Amp Hour Battery
Dual Element Air Cleaner

HYDRAULICS
Open Center - Gear Type
Total Pump Capacity 30.9 gpm
Includes Power Steering
BH Boom Swing Pump 8.3 gpm
Front / Rear Remotes 16.0 gpm
Cat I & II 3-point Hitch (Optional)
24" Behind 2976 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE
Bevel-Gear, 4 WD
Hydrostatic Power Steering
Cast Iron – Heavy Duty
Tread spacing, Non-adjustable

DRIVE TRAIN
HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 15.7 mph
Rear Differential Lock
Multiple Wet Disc Brakes
4 Wheel Drive

DIMENSIONS
Transport Length 252.9”
Width 75.0”
Height to ROPS top 102.1”
Wheelbase 80.7”
Ground Clearance 13.8”

POWER TAKE OFF
Hydraulic Independent Rear PTO
Running 540 rpm @ 2550 Eng. RPM
SAE – 1-3/8, 6 splines

SAFETY EQUIPMENT
Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

SELECTED TIRES
sub154
FRONT - 12-16.5 R3 Titan Torc Trac

FLUID CAPACITY
Fuel Tank 17.7 gals.
Crankcase 9.9 qts.
Eng. Coolant 8.7 qts.
Transmission and 12.2 gal.
Hydraulics
Front Axle Case 13.2 qts.

LIGHTING
2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS
IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer, Travel Speed, PTO Speed, Warnings, Maintenance Alerts, On-board Diagnostics

REAR AXLE
Heavy Duty Axle w/ Differential Lock
Bull-gear final drives
Multiple Wet Disc Brakes

STANDARD EQUIPMENT
Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm & Horn
3-point Linkage Storage
Larger Canopy
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses & Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses & Pipes
Thumb Bracket
Stabilizer Cylinder Cover
Improved Inching Performance
High Quality Hydraulic Cylinders
Tie-down Rings for Transport

-- Custom Options --

M62TLB Base Price:	$53,853.00
Selected Kubota Attachments	
(1) 84" QC HEAVY DUTY ROUND BACK BKT/M62 TL3421A-84" QC HEAVY DUTY ROUND BACK BKT/M62	$1,678.00
(1) BACKHOE W/O BUCKET / M62TLB BT1400-BACKHOE W/O BUCKET / M62TLB	$22,696.00
(1) FRONT LOADER FOR THE M62TLB PNF TL1800-FRONT LOADER FOR THE M62TLB PNF	$10,484.00
(1) REAR REMOTE VALVE KIT (3) CANNOT BE USED SIMULTANEOUSLY WITH BACKHOE L3995A-REAR REMOTE VALVE KIT (3) CANNOT BE USED SIMULTANEOUSLY WITH BACKHOE	$3,103.00
(1) BOLT ON CUTTING EDGE FOR / TL3421A TL3431A-BOLT ON CUTTING EDGE FOR / TL3421A	$341.00
(2) RUBBER SHOE L9467-RUBBER SHOE	$332.00
(1) 18" PIN-ON BACKHOE BUCKET BT2913A-18" PIN-ON BACKHOE BUCKET	$1,151.00
(1) 3P LINKAGE KIT L3951-3P LINKAGE KIT	$1,009.00
(1) 3 POINT HITCH LINKAGES/STORAGE PANEL PNF M1808-3 POINT HITCH LINKAGES/STORAGE PANEL PNF	$324.00
(1) DRAWBAR HITCH L9475-DRAWBAR HITCH	$287.00
(1) PLASTIC TOOL BOX/L39/L45/L48/M59 TLB L9476A-PLASTIC TOOL BOX/L39/L45/L48/M59 TLB	$122.00
Selected Land Pride Attachments	
(1) 5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity AP-PFL5648-93-5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity	$1,702.00
Total Kubota Attachments:	$41,527.00
Total Land Pride Attachments:	$1,702.00
Total Attachments:	$43,229.00
Configured Price:	$97,082.00
BUY BOARD Discounts:	
Kubota Items:	($20,983.60)
Land Pride Items:	($425.50)
Total Discount:	($21,409.10)
SUBTOTAL:	$75,672.90
Factory Assembly:	$775.00
Kubota Item Fees:	
Dealer Assembly:	$1,246.67
Freight Cost:	$1,662.50
PDI:	$400.00
Land Pride Item Fees:	
Dealer Assembly:	$70.00
Total Unit Price:	$79,827.07
Quantity Ordered:	1
Final Sales Price:	$79,827.07

REAR - 16.9-24 R3 Titan Torc Trac	

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.41.30

Detail by FEI/EIN Number

Florida Limited Liability Company
FLORIDA COAST EQUIPMENT, LLC

Filing Information

Document Number	L21000179896
FEI/EIN Number	59-2490149
Date Filed	04/26/2021
Effective Date	01/18/1985
State	FL
Status	ACTIVE
Last Event	LC STMNT OF AUTHORITY 21
Event Date Filed	11/19/2021
Event Effective Date	NONE

Principal Address

1401 FORUM WAY
STE 100
WEST PALM BEACH, FL 33401

Changed: 08/22/2023

Mailing Address

1401 FORUM WAY
STE 100
WEST PALM BEACH, FL 33401

Changed: 08/22/2023

Registered Agent Name & Address

NATIONAL REGISTERED AGENTS INC.
1200 S PINE ROAD
SUITE 250
PLANTATION, FL 33324

Name Changed: 09/03/2021

Address Changed: 09/03/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

SOUTHEAST EQUIPMENT COMPANY, LLC
ONE NORTH FEDERAL HIGHWAY
SUITE 300
BOCA RATON, FL 33432

Title CEO

Bachman, Jason Todd
1401 FORUM WAY
STE 100
WEST PALM BEACH, FL 33401

Title Executive Vice President

Watson, Jason
1401 FORUM WAY
STE 100
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2024	02/12/2024
2025	03/12/2025
2026	01/19/2026

Document Images

01/19/2026 -- ANNUAL REPORT	View image in PDF format
03/12/2025 -- ANNUAL REPORT	View image in PDF format
02/12/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
07/22/2022 -- ANNUAL REPORT	View image in PDF format
11/19/2021 -- CORLCAUTH	View image in PDF format
11/19/2021 -- CORLCAUTH	View image in PDF format
11/19/2021 -- CORLCAUTH	View image in PDF format
11/19/2021 -- CORLCAUTH	View image in PDF format
09/03/2021 -- CORLCRACHG	View image in PDF format
05/03/2021 -- LC Amendment	View image in PDF format
04/26/2021 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4K **Meeting Date:** 2/24/2026

City Reference Number (C#): C26034

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-05-12-MM between The City of Sunrise and Deere & Company" under the terms of the Sourcewell Master Agreement No. 112624 for Grounds Maintenance Equipment and Related Attachments; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.48.572.506401 - Machines and Equipment ($22,552.46)
001.36 44.572.506401 - Machines and Equipment ($11,276.23)

Amount:

$33,828.69

ATTACHMENTS:

ATY Resolution - C26034
Exhibit A - Cooperative Agreement
Quotation
Sunbiz - Deere & Company

Background:
The City of Sunrise Leisure Services Department has funds in the FY 2025/2026 budget for the replacement of existing utility vehicles that have reached the end of their useful life, as well as for the purchase of one new utility vehicle to support operations at Village Center.

After careful review, Staff recommends the purchase of the following equipment and brand:

- Three John Deere GATOR™ TX (Model Year 2026)

These Gators will be allocated as follows:

- Two GATORS will replace units A20872 and A24248, which have exceeded their useful life and for which repair costs would exceed the cost of replacement.
- One new GATOR will be assigned to Village Center to support maintenance operations.

For this purchase, Staff is utilizing Contract No. 112624-DAC for Grounds Maintenance Equipment and Related Attachments, dated January 29, 2025, which was awarded to Deere & Company following a competitive procurement process conducted by Sourcewell, a State of Minnesota local government unit and service cooperative. This contract offers a 17% discount off Manufacturer's Suggested Retail Price (MSRP). Staff verified that this discount is consistent with those offered to other public entities and other available cooperative contracts. Also, when compared to online pricing (not including special attachments, optional accessories, freight or delivery), the proposed pricing is deemed fair and reasonable. The price proposal submitted by Deere & Company falls within the Leisure Services Department's anticipated expenditure for this purchase and includes manufacturer's special attachments, warranty, and delivery.

It is requested that the City Commission approve the purchase for Grounds Maintenance Equipment and Related Attachments utilizing the identified cooperative contract. Since these purchases will be made using an existing government contract, the City's formal bidding procedures are waived 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: Margarita Marra Phone: 9545722203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-05-12-MM BETWEEN THE CITY OF SUNRISE AND DEERE & COMPANY" UNDER THE TERMS OF THE SOURCEWELL MASTER AGREEMENT NO. 112624 FOR GROUNDS MAINTENANCE EQUIPMENT AND RELATED ATTACHMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, Sourcewell, a State of Minnesota local government and service cooperative, awarded Master Agreement No. 112624 for Grounds Maintenance Equipment and Related Attachments to Deere & Company, effective January 29, 2025 through January 31, 2029; and

WHEREAS, the City of Sunrise Leisure Services Department desires to purchase three (3) utility vehicles, two of which will replace vehicles that have reached the end of their useful lives, under the terms of Sourcewell Master Agreement No. 112624.

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

Section 1. "Cooperative Agreement No. 26-05-12-MM between the City of Sunrise and Deere & Company" (Agreement), under the terms of the Sourcewell Master Agreement No. 112624, in the total amount of $33,828.69, is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 3. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-05-12-MM
BETWEEN THE CITY OF SUNRISE
AND DEERE & COMPANY

This Cooperative Agreement No. 26-05-12-MM(Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Deere & Company, Foreign Profit Corporation (Contractor) this ___ day of _____, 20___.

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

1. After competitive procurement, Sourcewell, a State of Minnesota local government agency (Awarding Entity) awarded Contract #112624-DAC (Contract) for Grounds Maintenance Equipment and Related Attachments, dated January 29, 2025 to Deere & Company, a Foreign Profit Corporation. A copy of the Contract is attached hereto as Exhibit A. Copy of Quote # 1517278 included as Exhibit B. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through the delivery and acceptance of three (3) new John Deere Gator™ TX (Model Year 2026). This is a one-time fixed purchase.

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

Contractor shall submit invoices to:

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

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the 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: Rick Puig Sales Representative
Deere & Company .
2000 John Deere Run
Cary, NC 27513

If to City, to: Victoria Hernandez, 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 Article 2 - Section 22 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 in accordance with Florida Statutes Chapter 440.

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

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

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
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 17 of the Contract.

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

☑ **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.

N/A 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 C Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 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.

☑ **q. Human Trafficking**

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit D, the [Contractor/Consultant/Vendor] represents and warrants that it does not use coercion for labor or services as provided by state law.

6. Additional Provisions:

Prices shall be F.O.B. destination freight prepaid and delivered by Contractor to the City's specified location(s) below. F.O.B. destination for the purposes of this Agreement shall mean the Contractor shall take full responsibility for any casualty, loss or damage to the equipment, product, or services in Exhibit A & B from the point of manufacturer, shipping methods and points between by private or common carrier, while stored, staged or in the care, custody of the Contractor up until the point of installation and acceptance by City.

FOB location: Will be provided by the City of Sunrise's Leisure Department when placing the order.

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit A, B, C, & D 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, B, C & D 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: _____
Victoria Hernandez, Procurement Manager

Date: _____

DEERE & COMPANY

By: _____

Print Name: _____

Print Title: _____

Date: _____

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Deere & Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Deere & Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jennifer Smith C44230CF47A24D5...
By: _____	By: _____
Jeremy Schwartz	Jennifer Smith
Title: Chief Procurement Officer	Title: Contract Administrator
Date: 1/29/2025 | 7:20 PM CST	Date: 1/29/2025 | 4:20 PM CST

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RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Deere & Company
Address:	2000 John Deere Run Cary, NC 27513
Contact:	Jennifer Smith
Email:	GovContractSupport@JohnDeere.com
Phone:	800-358-5010 2652
Fax:	309-749-2313
HST#:	362382580

Submission Details

Created On:	Wednesday October 30, 2024 08:18:25
Submitted On:	Tuesday November 26, 2024 10:28:52
Submitted By:	Jennifer Smith
Email:	GovContractSupport@JohnDeere.com
Transaction #:	c2dfa048-0a04-4f03-9f38-1f30eca50e45
Submitter's IP Address:	136.226.3.100

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Deere & Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other suppliers will execute a master agreement with Sourcewell	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53	*
5	Provide your NAICS code applicable to Solutions proposed.	333111, 333112	
6	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513	*
7	Proposer website address (or addresses):	www.deere.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adrienne Larson, Sr. Strategic Account Manager 10789 S Ridgeview Rd, Olathe, KS 66061 LarsonAdrienneL@JohnDeere.com 913-310-8085	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet. Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today is has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/ourcompany/deere-&-company-at-a-glance.pdf	*
12	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ground Maintenance Equipment and Related Attachments.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see Deere & Company's 2023 Annual Report that has been uploaded as part of our proposal.	*
14	What is your US market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer (b). John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP. Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no suspensions or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 World's Most Ethical Companies – Ethisphere Institute World's Most Admired Companies – Fortune World's Best Companies of 2024 – Time Excellence 1000 Index – ranked #9 – Newsweek The Civic 50 Honoree 2024 – Points of Light 2023 Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies – Fortune 2022 World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation 2021 World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company 2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The full list can be found at www.deere.com. Sales volumes are not publicly shared on any of these contracts.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds GSA, AFNAF and DLA contracts. Sales volumes are not publicly shared on any of these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our sales force would include both the John Deere Government Sales group and our independent dealer network. John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased. In relation to the new Sourcewell Grounds Maintenance contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP	*
28	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We will have two processes in which Sourcewell members can order products. 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Grounds Maintenance Equipment - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	John Deere will serve the entire United States, including Alaska and Hawaii, and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	John Deere will serve all Sourcewell member entity sectors.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere's public website, www.deere.com, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing www.deere.com, Sourcewell members would be able to “build-their own” product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer’s Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price. Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on; 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere	*
39	In your view, what is Sourcewell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcewell's role will be to continue to promote the John Deere brand to Sourcewell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcewell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcewell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcewell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere’s price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they’re getting equipment that will best suit their needs.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.	*

42	Describe any technological advances that your proposed Solutions offer.	Recent technological advances that have been introduced include: 1. New for 2024, the Q800 QuikTrac Mowers lineup updates the E Series and introduces the all-new M and R Series models with 7Iron PRO Mower Decks. These models deliver features to meet the needs of professional landscape contractors like more powerful engines, proven low maintenance decks, concrete curb clearance, all-day operation without the need to refuel, traction when its needed, comfortable operator platform, and longer warranties. 2. John Deere is working towards connecting all commercial mowers to John Deere Operations Center to enable professional landscape contractors and government agencies to manage their fleets remotely. Select model year 2024 and 2025 mowers include provisions in the wiring harness to simplify field installation of JDLink M Modem – 4G which connects the mower to Operations Center. 3. Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased, and minimize the amount of debris blown onto the operator. While allowing the operators to mow closely around fixed objects with either side of the deck. 4. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award. The Quik-Knect System was Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. Developed to help increase operator ease and enhance productivity. Operators slide the tractor and implement connectors together until they click into place. 5. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award. The AE50 awards highlight the most innovative designs in product engineering. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/ John Deere green initiatives include: By 2026 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. By 2030 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions and invest $4 Million dollars per day in research and development. Third-party initiatives and recognition include: 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere) 4. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 5. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology. John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report.https://www.deere.com/en/our-company/sustainability/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere is a major force in the grounds maintenance and commercial landscape equipment industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products, and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	John Deere places operator safety first when designing and introducing new safety features. All John Deere equipment - except for machines classified as 'Lawn Tractors' or 'Lawn and Garden tractors' - have a seatbelt and ROPS (external or built into the cab). John Deere riding lawn or garden tractors are all equipped with an auto-shutoff feature. When weight is taken off the seat, the mower or power take off (PTO) will immediately turn off. The tractor will not turn on again until weight is back in the seat. Guards or shields are in place to conceal the fast-moving power take off (PTO) shaft on implements to prevent any injury. John Deere implemented the engagement override valve in all 50 series and newer tractors in the early 1980s, which means the tractor will not move unless the clutch is cycled. The override valve prevents tractors that are left in gear from moving upon startup. Along with the engagement override valve, all John Deere equipment is equipped with a neutral start switch preventing equipment from starting while in gear. The colour-coded system present on all John Deere equipment from 1975 onward, indicates the related function of every switch, lever and other mechanisms. Red is associated with running the machine (key switch, shut off knob, throttle or speed control, and gear shift), black relates to the hydraulics, and yellow correlates with the PTO functions (PTO on/off, PTO speed, etc).
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	John Deere has prioritized ergonomic features while designing our equipment. For the M & R Series commercial walk-behinds, hands were what was considered first when designing the controls on these machines. Hand position is important for minimum fatigue. Levers that didn't need constant force to operate. To slow down or turn, all you need to do is gently squeeze the handles. With ergonomic controls and adjustable seating, operators of all sizes can comfortably handle long hours at the controls. The John Deere Compact Tractors are designed with ergonomic features, including a comfortable seat, controls that are easily within reach, and adjustable steering wheels. Noise reduction is also considered. John Deere tractors are designed to minimize noise and vibration levels, providing a quieter and more comfortable working environment for operators.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact, including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The average lifespan of a residential John Deere lawn tractor is 10 years or 5000 hours. The commercial mowers are designed to be used more per week and take more abuse. A John Deere can regularly last four to five times the factory warranty if maintained and used correctly. John Deere equipment includes one copy of the operator's manual upon delivery of the equipment. Other manuals are available for purchase upon request such as the technical and parts manuals. John Deere Warranty terms are limited to years or hours used, whichever comes first, and varies by model. See the LIMITED WARRANTY FOR NEW JOHN DEERE TURF AND UTILITY EQUIPMENT at JohnDeere.com or JohnDeere.ca/TUWarranty for details.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
52		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	(•) Yes ( ) No	Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business	*
56		Small Business Enterprise (SBE)	(•) Yes ( ) No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
58		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.	*

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere will allow Sourced or Open Market items if requested by the Sourcewell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as ‘non-contract”. We successfully use this process on other contracts.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge $8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge $8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating, they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers. Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved. The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered in this bid is consistent with discounts offered on existing current-priced contracts held by Deere.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include: Residential Zero Turn Radius Mowers Lawn Tractors Garden Tractors Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers Commercial QuikTrack Mowers Commercial Zero Turn Radius Mowers Commercial Front Mowers Commercial Wide Area Mowers Equipment for Commercial Mowers Compact Utility Tractors Equipment for Compact Utility Tractors Reel Mowers Special Application Mowers Special Application Vehicles Aercore Debris Maintenance Mid-size Crossover Utility Vehicles Full-size Crossover Utility Vehicles Traditional Utility Vehicles HPX Utility Vehicles Frontier Implements and Attachments Our independent dealer network will provide aftermarket services upon request.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	See response to question 75 for categories of equipment John Deere will offer within this RFP. Only Frontier Implements and Attachments would contain further subcategories: Frontier: -Cutting & Mowing -Hay & Forage -Landscape -Livestock -Material Handling -Planting & Seeding -Snow Equipment -Tillage -Sprayers

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	See uploaded Price Schedule and Price Pages.pdf.
78	Irrigation and aeration equipment, systems, parts, and installation	( ) Yes (•) No	No bid
79	Beach and waterfront maintenance equipment and accessories	( ) Yes (•) No	No bid

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Price Pages.zip - Monday November 25, 2024 14:23:36
- Financial Strength and Stability - 2023-deere-company-annual-report.pdf - Wednesday November 20, 2024 17:16:04
- Marketing Plan/Samples - Marketing Literature Samples.pdf - Wednesday November 20, 2024 17:24:07
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Combined Quote - Dealer Agree - Invoice.pdf - Tuesday November 26, 2024 10:14:33
- Requested Exceptions (optional)
- Upload Additional Document - Warranty Statement Ag - Turf - Golf.pdf - Tuesday November 26, 2024 10:15:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jennifer Smith, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Price Schedule: Sourcewell RFP # 112624	
Product Description	Discount off MSRP
Turf Equipment	
Residential Zero Turn Radius Mowers – Z300 and Z500 Series	4%
Lawn Tractors – S100 - S240	4%
Lawn Tractors – X300 Series	18%
Garden Tractors – X500 and X700 Series	18%
Equipment for Lawn & Garden Tractors	18%
Commercial Walk Behind Mowers	18%
Commercial Quik Trak Mowers	18%
Commercial Zero Turn Radius Mowers – Z700 Series	9%
Commercial Zero Turn Radius Mowers – Z900 Series	23%
Commercial Front Mowers	23%
Commercial Wide Area Mowers	23%
Equipment for Commercial Mowing	23%
Compact Utility Tractors	18%
Equipment for Compact Utility Tractors	18%
Mid-size Crossover Utility Vehicles	14%
Full-size Crossover Utility Vehicles	14%
Traditional Utility Vehicles (excludes GS Gators)	17%
HPX Utility Vehicles	14%
GX Utility Vehicles	14%
Golf Equipment	
Golf & Turf – Reel Mowers	24%
Golf & Turf – Special Application Mowers	24%

Public

Golf & Turf – Special Application Vehicles	24%
Golf & Turf – GS Gators	20%
Golf & Turf – Aercore	24%
Golf & Turf – Debris Management	24%
Golf & Turf – Fleet Management	13%
Frontier Equipment	
Frontier - Cutting & Mowing	18%
Frontier - Hay & Forage	18%
Frontier - Landscape	18%
Frontier - Livestock	18%
Frontier - Material Handling	18%
Frontier - Planting & Seeding	18%
Frontier - Snow Equipment	18%
Frontier - Tillage	18%
Frontier - Sprayers	18%

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build & Price" and building the desired machine.

- **Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

- **Note: John Deere dealers have the option to charge $8.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.**

- **Note: For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.**

Public

- **Note: Agencies may utilize www.deere.com to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.**

EXHIBIT B

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

RICK PUIG
Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426
Work Phone: 5617180038
Cell Phone: 5617180038
Email: rpuig@evergladesfarmequipment.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RICK PUIG

Everglades Equipment Group

1365 Neptune Drive Boynton Beach, FL 33426

Prepared For

CITY OF SUNRISE CITY HALL

10770 W OAKLAND PARK BLVD

FORT LAUDERDALE, FL 333516899

(954) 741-2580

WLORENZO@SUNRISEFL.GOV

Prepared By

RICK PUIG

Everglades Equipment Group

1365 Neptune Drive

Boynton Beach, FL 33426

5617180038

rpuig@evergladesfarmequipment.com

Quote Id 1517278

Creation Date 20-Jan-2026

Expiration Date 28-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
GATOR™ TX (Model Year 2026) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
GATOR™ TX (Model Year 2026) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
GATOR™ TX (Model Year 2026) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
Equipment Total				**$33,828.69**

Quote Summary	
Total Selling Price	$33,828.69
Sub-total	**$33,828.69**
Balance Due	**$33,828.69**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1517278

Customer CITY OF SUNRISE CITY HALL

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date	19-Jan-2026
PUK Parent Serial #	

Suggested List	$13,260.47
Selling Price	$11,276.23
Discount Amount	($1,993.88)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	$11,099.00	17.0%	($1,886.83)	$9,212.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001F	US 49 State	1	$0.00	17.0%	$0.00	$0.00
0505	Build to Order	1	$0.00	17.0%	$0.00	$0.00
1015	Turf Tires	1	$0.00	17.0%	$0.00	$0.00
4079	Less Roof and Panels	1	$0.00	17.0%	$0.00	$0.00
5105	Select Comfort and Convenience Package	1	$573.00	17.0%	($97.41)	$475.59
Total Base / Options			**$11,672.00**		**($1,984.24)**	**$9,687.76**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$56.71	17.0%	($9.64)	$47.07
44010504	Open Market Canopy	1	$1,195.00	0.0%	$0.00	$1,195.00
FW2002	Open Market Windshield	1	$346.40	0.0%	$0.00	$346.40
Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**

Selling Price Subtotal			**$11,276.23**
Total Selling Price	**$13,260.47**	**($1,993.88)**	**$11,276.23**

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -	Suggested List	
Serial Number	- - -	$13,260.47	
Stock Number	- - -	Selling Price	
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$11,276.23	
Price Effective Date	19-Jan-2026	Discount Amount	
PUK Parent Serial #		($1,993.88)	

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	$11,099.00	17.0%	($1,886.83)	$9,212.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
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4079	Less Roof and Panels	1	$0.00	17.0%	$0.00	$0.00
5105	Select Comfort and Convenience Package	1	$573.00	17.0%	($97.41)	$475.59
Total Base / Options			**$11,672.00**		**($1,984.24)**	**$9,687.76**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$56.71	17.0%	($9.64)	$47.07
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FW2002	Open Market Windshield	1	$346.40	0.0%	$0.00	$346.40
Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**
Selling Price Subtotal						**$11,276.23**
Total Selling Price			**$13,260.47**		**($1,993.88)**	**$11,276.23**

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -	Suggested List	
Serial Number	- - -	$13,260.47	
Stock Number	- - -	Selling Price	
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$11,276.23	
Price Effective Date	19-Jan-2026	Discount Amount	
PUK Parent Serial #		($1,993.88)	

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	$11,099.00	17.0%	($1,886.83)	$9,212.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001F	US 49 State	1	$0.00	17.0%	$0.00	$0.00
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Total Base / Options			**$11,672.00**		**($1,984.24)**	**$9,687.76**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$56.71	17.0%	($9.64)	$47.07
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FW2002	Open Market Windshield	1	$346.40	0.0%	$0.00	$346.40
Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**
Selling Price Subtotal						**$11,276.23**
Total Selling Price			**$13,260.47**		**($1,993.88)**	**$11,276.23**

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

Print Name: _____ My commission expires: _____

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

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Email: rpuig@evergladesfarmequipment.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RICK PUIG

Everglades Equipment Group

1365 Neptune Drive Boynton Beach, FL 33426

Prepared For

CITY OF SUNRISE CITY HALL

10770 W OAKLAND PARK BLVD

FORT LAUDERDALE, FL 333516899

(954) 741-2580

WLORENZO@SUNRISEFL.GOV

Prepared By

RICK PUIG

Everglades Equipment Group

1365 Neptune Drive

Boynton Beach, FL 33426

5617180038

rpuig@evergladesfarmequipment.com

Quote Id 1517278

Creation Date 20-Jan-2026

Expiration Date 28-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
GATOR™ TX (Model Year 2026) Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
GATOR™ TX (Model Year 2026) Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
GATOR™ TX (Model Year 2026) Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 19-Jan-2026	**$13,260.47**	**$11,276.23**	**1**	**$11,276.23**
Equipment Total				**$33,828.69**

Quote Summary	
Total Selling Price	$33,828.69
Sub-total	**$33,828.69**
Balance Due	**$33,828.69**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1517278

Customer CITY OF SUNRISE CITY HALL

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date	19-Jan-2026
PUK Parent Serial #	

Suggested List	$13,260.47
Selling Price	$11,276.23
Discount Amount	($1,993.88)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	$11,099.00	17.0%	($1,886.83)	$9,212.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001F	US 49 State	1	$0.00	17.0%	$0.00	$0.00
0505	Build to Order	1	$0.00	17.0%	$0.00	$0.00
1015	Turf Tires	1	$0.00	17.0%	$0.00	$0.00
4079	Less Roof and Panels	1	$0.00	17.0%	$0.00	$0.00
5105	Select Comfort and Convenience Package	1	$573.00	17.0%	($97.41)	$475.59
Total Base / Options			**$11,672.00**		**($1,984.24)**	**$9,687.76**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$56.71	17.0%	($9.64)	$47.07
44010504	Open Market Canopy	1	$1,195.00	0.0%	$0.00	$1,195.00
FW2002	Open Market Windshield	1	$346.40	0.0%	$0.00	$346.40
Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**

Selling Price Subtotal			**$11,276.23**
Total Selling Price	**$13,260.47**	**($1,993.88)**	**$11,276.23**

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -	Suggested List	
Serial Number	- - -	$13,260.47	
Stock Number	- - -	Selling Price	
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$11,276.23	
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PUK Parent Serial #		($1,993.88)	

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
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Dealer Attachments

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Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**
Selling Price Subtotal						**$11,276.23**
Total Selling Price			**$13,260.47**		**($1,993.88)**	**$11,276.23**

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Hours	- - -	Suggested List	
Serial Number	- - -	$13,260.47	
Stock Number	- - -	Selling Price	
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$11,276.23	
Price Effective Date	19-Jan-2026	Discount Amount	
PUK Parent Serial #		($1,993.88)	

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
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Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
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Total Dealer Attachments			**$1,598.11**		**($9.64)**	**$1,588.47**
Selling Price Subtotal						**$11,276.23**
Total Selling Price			**$13,260.47**		**($1,993.88)**	**$11,276.23**

Detail by Entity Name

Foreign Profit Corporation
DEERE & COMPANY

Filing Information

Document Number	F93000005825
FEI/EIN Number	36-2382580
Date Filed	12/22/1993
State	DE
Status	ACTIVE

Principal Address

ONE JOHN DEERE PLACE
MOLINE, IL 61265

Changed: 05/12/2001

Mailing Address

ONE JOHN DEERE PLACE
C/O TAX DEPT
MOLINE, IL 61265

Changed: 04/09/2002

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President

May, John C
One John Deere Place
Moline, IL 61265

Title VP

Jepsen, Joshua A
One John Deere Place
Moline, IL 61265

Title Treasurer

Hamborg, Stephen T
One John Deere Place
Moline, IL 61265

Title Secretary

Berk, Edward R
One John Deere Place
Moline, IL 61265

Title Asst. Secretary

Shell, Emily M
One John Deere Place
Moline, IL 61265

Title Director

Hunn, Neil
One John Deere Place
Moline, IL 61265

Title Director

Page, Gregory R
One John Deere Place
Moline, IL 61265

Title Director

Smith, Sherry M
One John Deere Place
Moline, IL 61265

Annual Reports

Report Year	Filed Date
2023	04/24/2023
2024	04/09/2024
2025	04/21/2025

Document Images

04/21/2025 -- ANNUAL REPORT	View image in PDF format
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04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
04/22/2020 -- ANNUAL REPORT	View image in PDF format

04/24/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
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04/13/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/04/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
03/22/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
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04/21/2000 -- ANNUAL REPORT	View image in PDF format
05/04/1999 -- ANNUAL REPORT	View image in PDF format
05/15/1998 -- ANNUAL REPORT	View image in PDF format
03/26/1997 -- ANNUAL REPORT	View image in PDF format
02/14/1996 -- ANNUAL REPORT	View image in PDF format
04/19/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4L **Meeting Date:** 2/24/2026

City Reference Number (C#): C26023

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-12-11-HR to Action Environmental, LLC for chemical removal; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.503420 - Misc Contract Services

Amount:
$48,549.00

ATTACHMENTS:

ATY Resolution - C26023
Bid Tabulation
Sunbiz - Action Environmental, LLC

Background:
The City of Sunrise, Utilities Department requires a qualified contractor to remove chemicals from the Springtree Water Treatment Plant. The Reverse Osmosis (RO) system retrofit and upgrade to Nano-filtration system capital project is scheduled to be completed within the next several months. Chemicals that were used in the RO process remain in the existing chemical storage tanks and are no longer usable. These chemicals need to be emptied and properly disposed of, so that the tanks can be filled with new chemicals prior to the project started up for operation.

The Utilities Department requires a vendor to properly remove and dispose of the chemicals in a manner that prevents any accidental releases. Bid No, 26-12-11-HR was advertised on January 21, 2026, to 116 vendors. The bid opened on January 30, 2026, and three bids were received. The Purchasing Office and Utilities Department evaluated the bids and recommend award to the lowest responsive and responsible bidder, Action Environmental, LLC.

All references were favorable for Action Environmental, LLC's performance on other projects of similar type and scale with other entities and on all previous contracts with the City.

The City did not receive a response from any City of Sunrise vendor that could provide this service.

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

BID NO: BID 26-12-11-HR
RE: Chemical Removal
OPENING DATE: January 30, 2026
TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
Action Environmental	$48,549.00
Triumvirate Environmental, LLC	$49,958.25
Safety Kleen Systems, Inc.	$67,290.89

BID OPENED BY:
Holly Raphaelson, CPM, CPSM, CPPO, NIGP-CPP, FCCM

Detail by FEI/EIN Number

Foreign Limited Liability Company
ACTION ENVIRONMENTAL, LLC

Filing Information

Document Number	M13000000910
FEI/EIN Number	82-0540758
Date Filed	02/08/2013
State	AL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/03/2020
Event Effective Date	NONE

Principal Address

204 20TH STREET NORTH
BIRMINGHAM, AL 35203

Changed: 11/30/2017

Mailing Address

204 20TH STREET NORTH
BIRMINGHAM, AL 35203

Changed: 11/30/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/10/2014

Address Changed: 10/10/2014

Authorized Person(s) Detail

Name & Address

Title Manager

FRANTZ, LUKE
204 20TH STREET NORTH
BIRMINGHAM, AL 35203

Title Manager

Nickelson, Robert
204 20TH STREET NORTH
BIRMINGHAM, AL 35203

Title Authorized Person

Jenkins, Tyler
204 20TH STREET NORTH
BIRMINGHAM, AL 35203

Annual Reports

Report Year	Filed Date
2023	02/01/2023
2024	03/05/2024
2025	01/17/2025

Document Images

01/17/2025 -- ANNUAL REPORT	View image in PDF format
03/05/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
04/13/2022 -- ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2020 -- LC Amendment	View image in PDF format
11/05/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
01/08/2018 -- ANNUAL REPORT	View image in PDF format
11/30/2017 -- LC Amendment	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
10/10/2014 -- CORLCRACHG	View image in PDF format
04/03/2014 -- ANNUAL REPORT	View image in PDF format
02/08/2013 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4M **Meeting Date:** 2/24/2026

City Reference Number (C#): C26029

Item Description:

A Resolution of the City of Sunrise, Florida, awarding RFP No. 25-06-08-MS and "Standard Contract No. C-25-06-08-MS between the City of Sunrise, Florida and United States Service Industries, Inc. dba Grupo Eulen" for Custodial Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various Departmental Accounts

Amount:
$572,078.23

Not to exceed budgeted funds for FY 2025/2026.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26029
Agreement
Ranking with Total Prices
Sunbiz - United States Service Industries, Inc.
Sunbiz - Grupo Eulen - Fictitious Name

Background:
The City requires a qualified contractor to provide custodial services for city-owned properties throughout the City. The Contractor shall furnish all labor, materials, equipment and supplies needed to provide required services at various municipal buildings. Services shall include cleaning of all offices, conference rooms, common areas (lobbies, hallways, waiting areas), janitorial closets, elevators (where applicable, including City Hall garage elevators), stairwells and landings (where applicable), restrooms and restroom lobby areas.

The City issued Request for Proposals (RFP) No. 25-06-08-MS for these services and twelve responses were received on the scheduled due date. Nine proposals were deemed responsive and responsible, two proposals were deemed non-responsive because bid bonds were not submitted as required per the RFP, and one proposal was deemed non-responsive because the cost schedule was not submitted. After staff evaluated the responsive and responsible proposals, staff ranked and shortlisted the three highest ranked firms. The shortlisted firms provided presentations and were interviewed by the selection committee members. Following the interviews, the committee confirmed the ranking of the three shortlisted firms; with United States Service Industries, Inc. dba Grupo Eulen, being selected as the highest ranked firm according to the criteria set forth in the RFP. Key takeaways from the committee include:

- Staff found that Grupo Eulen studied the needs of the City and tailored their workforce plan according to need, with flexibility to change.
- They proposed verifiable performance through technological data-driven accountability via CompuClean, a central hub that tracks completion of cleaning in real time. City staff can access dashboards to verify that tasks across all locations are being completed to standard, including specialized daily disinfection and quarterly deep cleaning. This includes geolocation capabilities.
- They proposed specialized staffing and equipment to ensure complex tasks are handled efficiently by experts, reducing long-term costs through proper maintenance:
    - Dedicated Technicians: They will utilize specialized Floor Technicians for mandatory quarterly services, such as deep extraction carpet cleaning and machine scrubbing of restroom floors, ensuring these high-intensity tasks are handled correctly without standard cleaners losing focus on daily duties.
    - Sustainable, High-Performance Equipment: Pairings such as Karcher units and Green Label certified vacuums increase staff productivity while protecting building finishes, like the lobby terrazzo floors, extending their lifespan and saving the City future restoration costs.
    - Secured Supply Chain: Their partnerships with national suppliers ensure they furnish all labor, equipment, and consumables, including mandated hospital-grade

disinfectants, without delays or quality compromises.

- Their pricing includes the following guarantees:
  - 1-Hour Contact: Immediate response to non-emergency phone requests during business hours.
  - 4-Hour Dispatch: They guarantee a crew will return to address any unsatisfactory duties within four hours of verbal notification.
  - 8-Hour Resolution: Full completion of required corrections within an eight-hour window.

Following the ranking, staff met with Grupo Eulen to negotiate the contract. Grupo Eulen's total contract price is approximately 10.68 % lower than the second-ranked firm. Their cost proposal is the lowest cost proposed overall and approximately 6.20 % lower than our current contract. The selection process of an RFP is not primarily based on price proposed; it is based on best value, qualifications, and other selection criteria outlined in the solicitation document. Grupo Eulen confirmed that pricing for the City of Sunrise is designed to be highly competitive by delivering the best combination of attributes, balancing cost effectiveness with technologically advanced oversight and a proven commitment to fulfilling every mandate of the RFP. Grupo Eulen bases their staffing models on industry standard productivity while utilizing technology and equipment to enhance effectiveness. During negotiations, Staff concurred with Grupo Eulen and agreed that proposed prices are competitive and considers them to be fair and reasonable hence decided not to change the proposed prices. Grupo Eulen agreed to provide the hand towel paper dispensers, toilet paper towel dispensers, and soap dispensers on an as needed basis for replacements of units that are damaged or have poor function ability. The City will provide the installation of the items as needed.

All references were favorable for Grupo Eulen's performance on other projects of similar type and scale. Grupo Eulen provides comprehensive cleaning services to Lee County, covering a diverse portfolio of facilities including administrative offices, warehouses, justice centers, and the multi-story Emergency Operation Center. Additionally, they have provided cleaning services for the City of Fort Myers police stations and substations. Staff recommends award to the number one ranked respondent, United States Service Industries, Inc. dba Grupo Eulen.

The proposed initial award period is three years; however, the City reserves the right to renew the award for two additional one-year periods. All prices will be firm throughout the initial contract period of three years. Thereafter, any extensions which may be approved by the City shall be subject to the Consumer Price Index as promulgated by the Bureau of Labor Statistics, U.S. Department of Labor. It is requested that the City Commission approve the award of custodial services to United States Service Industries, Inc. dba Grupo Eulen for an initial three-year period with two optional one-year renewal periods.

Sunrise vendors listed in the Business Tax License directory were solicited. However, the City did not receive any responses from City of Sunrise vendors that could have provided this service.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

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, AWARDING RFP NO. 25-06-08-MS AND "STANDARD CONTRACT NO. C-25-06-08-MS BETWEEN THE CITY OF SUNRISE, FLORIDA AND UNITED STATES SERVICE INDUSTRIES, INC. DBA GRUPO EULEN" FOR CUSTODIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of RFP No. 25-06-08-MS for custodial services to United States Service Industries, Inc. d/b/a Grupo Eulen is hereby approved in an amount not to exceed $572,078.23, with subsequent years' expenditures subject to budget approval.

Section 2. "Standard Contract No. C-25-06-08-MS between the City of Sunrise, Florida and United States Service Industries, Inc. d/b/a Grupo Eulen" (Contract) for custodial services is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 3. The Procurement Manager or designee is hereby authorized to renew or extend the Contract, in accordance with the terms of the approved Contract. The Procurement Manager is further authorized to add and/or delete locations in accordance with Section 1.2.6 of Exhibit "1" of the Contract and shall provide the City Clerk with a copy of all changes to locations.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

STANDARD CONTRACT NO. C-25-06-08-MS
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND UNITED STATES SERVICE INDUSTRIES, INC. DBA GRUPO EULEN

THIS **STANDARD CONTRACT NO. C-25-06-08-MS** ("Contract") between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and **United States Service Industries, Inc. dba Grupo Eulen,** a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is **8600 NW 36th Street, Suite 210, Miami, Florida 33166** and whose Federal Identification Number is **52-0897024**, incorporates **RFP No. 25-06-08-MS** and Contractor's response as if fully set forth herein.

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

1. Services

The Contractor's responsibility under this Contract is for Custodial Services as set forth in this Contract and as further stated below in Exhibit "1" Scope of Services which is attached and made a part of this Contract (hereinafter referred to as "Services").

The Parties agree that the following shall be their main points of contact for the duration of the Contract:

- The City's representative during the performance of this Contract shall be **Mark Pacitti, Director of Facilities and Maintenance**, telephone number (954) 888-6016 or designee.

- The Contractor's representative/liaison during the performance of this Contract shall be **Ramiro Alvarez, COO of Facility Services**, telephone number (786) 682-3678.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered at the rates listed in Exhibit "2". The Contractor shall submit invoices to:

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

Invoices received from the Contractor pursuant to this Contract will be reviewed by the City's representative, which must approve or dispute (whether a portion or the totality of

a relevant bill) within 15 days from receipt. If approved, due to the Services having been rendered in conformity with the Contract, then the invoice shall be sent to the Finance and Administrative Services Department with a copy to Contractor for payment within 15 days of such approval. All payments herein will be made 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 requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

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

3. Initial Contract Period and Contract Renewal

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

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

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

- Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All

Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

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

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

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In such case the Contract will be deemed terminated.

5. Access and Audits

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

6. Truth-In-Negotiation Certificate

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

7. Insurance Requirements

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

liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

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

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

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability.

7.6 Third-Party Commercial Fidelity Bond / Employee Dishonesty. The Contractor shall furnish a Commercial Fidelity Bond / Employee Dishonesty on a Blanket Basis with a minimum limit of $50,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.

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

7.8 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:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov Fax (954) 578-4809	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

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

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

8. Performance and Payment Bond ☒ Applicable ☐ Not Applicable

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

performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

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

10. Termination for Cause

This Contract may be terminated by either party upon thirty (30) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11. and the provisions of Section 11. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the direct performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or

in part by the direct 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 completion or termination of the Contract. IN NO EVENT WILL CONTRACTOR BE LIABLE UNDER ANY CIRCUMSTANCES TO THE CITY FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Independent Contractor

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

14. Authority to Practice

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

15. Severability

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

16. Governing Law/Jurisdiction/Venue

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

17. Successors and Assigns

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

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City. See Exhibit “1."

19. Conflict of Interest

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

20. Contingent Fees

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

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a

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

23. Modifications of Work

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

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

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

24. Notice

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

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

cc: City Attorney
City of Sunrise

10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Ramiro Alvarez, Chief Operating Officer
United States Service Industries, Inc. dba Grupo Eulen
8600 NW 36 ST
Miami, Florida 33166
Ralvarez1@eulen.com

25. No Damages for Delay

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

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion

of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 27, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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

27. Entirety of Contract

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

28. Discriminatory Vendor List

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

transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

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

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

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

30. Order of Precedence

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

31. Compliance with Laws

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

32. Electronic Recordkeeping

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

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

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

36. Antitrust Violations

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

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "3" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit "4" required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

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

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

CITY OF SUNRISE

By:_____

Print:

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

CONTRACTOR

_____
Witness

UNITED STATES SERVICE INDUSTRIES, INC DBA GRUPO EULEN

_____
Witness

By:_____

Print Name: _____
Title:_____

Date:_____

EXHIBIT "1"
SCOPE OF SERVICES

The Contractor will furnish Custodial Services at various municipal buildings. Contractor shall furnish all labor, materials, equipment and supplies (including restroom supplies, cleaning solutions and consumables) needed to provide required services.

At most locations, Custodial Services shall be provided five (5) days a week (Monday through Friday). However, some locations will require service seven (7) days a week and quarterly floor care only at other locations. It is anticipated that most services shall occur after normal City operating hours.

Services shall include cleaning of all offices, conference rooms, common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (where applicable), stairwells and landings (where applicable), restrooms and lobby areas.

The following describes the Services to be performed for the City and provides all mandated requirements:

1.1 SCHEDULE OF SERVICES

1.1.1 DAILY/NIGHTLY SERVICE.

Where applicable, the procedures specified below shall be performed at all locations listed for Daily/Nightly Service. Any furniture or equipment that is moved in order to properly clean an area shall be returned to its original position upon completion of the work. Return all equipment and supplies to their proper storage area after use. Report on maintenance and repair problems found in the course of cleaning.

a.	Trash receptacles: Trash receptacles shall be emptied, cleaned and all trash shall be bagged and removed daily. Plastic liners shall be replaced daily in all trash receptacles. Outside ashtray urns shall be emptied daily. Sand and/or pebbles shall be replaced in ashtray urns.
b.	Restrooms: Commodes, urinals, sinks, wash basins, soap dispensers, stall doors and handles and top of stalls, shall be washed, scoured and disinfected with hospital grade bacteria fighting solution. Degum as needed. Towel Dispensers shall be cleaned and polished and replenished. Floors shall be swept and mopped.

c.	Consumable Items: Soap, toilet paper, paper towels, feminine hygiene products, metered air freshener refills for automatic dispensers, commode covers and urinal deodorant blocks with screening, shall be replenished when needed.
d.	Bathroom floors, shower floors & stalls: Shall be washed, scoured and disinfected with hospital grade bacteria fighting solution. Degum as needed, run water in all drains. Stall/shower doors, handles and partitions (including top ledges) shall be damp wiped and disinfected.
e.	Mirrors: Shall be cleaned and dry polished.
f.	Sanitary napkin disposal units: Shall be emptied, cleaned, disinfected and replaced with a clean disposal bag.
g.	Walls: Shall be spot cleaned and all marks removed.
h.	Office/Cubicle Areas: All desks, tables, counters, glass partitions, cabinets and overhead shelving, and horizontal surfaces shall be dusted daily. Tops of partitions and side rails shall be cleaned. Pictures and plaques shall be dusted. Wipe all counters, tables, chair rails and file cabinets with a clean damp cloth. Table bases, frames, blinds and other furnishings shall be dusted or damp wiped. Dust all horizontal surfaces. Leaves, dead bugs, cobwebs shall be removed. NOTE: Materials left on desks are not to be disturbed or removed.
i.	Floors: Tile floors shall be damp mopped, vinyl floors shall be dust mopped, and concrete floors shall be swept. Dust mop with treated dust control tool, degum, damp mop and spot clean to remove beverage spills, scuff marks, etc. Use brush to remove dirt from corners. Dust vinyl base and damp wipe as needed. City Hall 1st Floor terrazzo floor shall be cleaned with buffing machine on a daily basis.
j.	Carpeted areas: Shall be vacuumed daily and spot cleaned. Pay particular care to the carpet edge at wall base. Dust vinyl base and damp wipe. Move furniture as needed to vacuum thoroughly, arrange furniture neatly after cleaning.
k.	Lights: Light fixtures: dust and damp wipe. All lights shall be turned off after completion of cleaning, if the area is unoccupied.
l.	Entranceways and doors: Shall be swept and all debris shall be removed. Doors, armor plates and kick plates shall be spot cleaned and wiped. All entrance mats shall be vacuumed, and stains shall be spot cleaned, as needed.

m.	Interior Plexiglass and Interior & Exterior Glass doors and entrance ways windows: Shall be cleaned and spots removed.
n.	Lobbies and corridors: All walls, doors, handles, light switches and partition glass shall be spot cleaned and metal frames and surfaces shall be polished. Damp wipe seats and benches. Leaves, dead bugs, cobwebs in corners shall be removed.
o.	Drinking fountains: Shall be cleaned and disinfected daily. Fountains shall be polished.
p.	Elevators: Doors and frames shall be dusted, and door tracks shall be vacuumed. Polish metal frames and surfaces. Any marks or fingerprints on elevator wall shall be removed. Floors shall be mopped daily and spot cleaned.
q.	Miscellaneous cleaning such as direction signs, exterior fire hose cabinets, fire alarm lights, fire alarm pull box: dust, damp wipe or polish, all that can be reached without ladders. Damp wipe all fitness equipment/machines. Outside walkways shall be policed, kept free of trash, swept and degummed.
r.	Lockers and any other furnishings: All exteriors shall be dusted, and debris shall be picked up. Remove dirt, paper, etc. from under furniture cushions, spot clean furniture as needed. Tables, chairs, game tables, and other furniture: damp wipe, including chair rails and table braces, damp wipe and polish tabletops, straighten chair mats.
s.	Lunchroom/Kitchen Areas: Tables and countertops in all lunchroom areas shall be cleaned and disinfected on a daily basis. Floors shall be cleaned, appliances shall be wiped, and sink shall be cleaned and disinfected.
t.	Stair handrails: Shall be damp wiped with disinfectant and dried with clean cloth.
u.	Stairwells: Sweep daily to remove leaves, dead bugs, cobwebs in corners and around stairwells.
v.	Ledges: All ledges shall be dusted, damp wiped and spot cleaned.
w.	Laboratory Areas: Countertops shall be dusted and cleaned with disinfectant solution.
x.	Metal & Chrome Fixtures: Shall be polished, no less often than once a week.

y.	Recycling Storage Bins: Aluminum and Recycling Storage Bins (Blue and Yellow) shall be rolled to designated pick-up areas at specified time of the week. At City Hall locations only, both aluminum and recycling storage holding bins (blue) shall be rolled to Recycling Drop Off Center located at the Northwest corner of the parking lot and emptied into the appropriately labeled dumpster.
z.	Custodial closets: Shall be kept clean and tidy, clean mop sink.

In some instances, office doors will be locked and not available for daily cleaning. If an office door is locked and the trash receptacle is outside the office door it is to be emptied, and the plastic liner replaced. No other cleaning will be required.

1.1.2 QUARTERLY SERVICES

In addition to basic daily services, where applicable, the Contractor shall perform the following services on a quarterly basis:

a.	Lobbies, Corridors and Offices: All doors, door handles and light switches shall be washed with disinfectant solution. Walls shall be wiped down and damp wiped as needed. Dust, vacuum or damp wipe tops of doors, picture frames and high ledges. Dust, vacuum or damp wipe supply and return air vents and grills. Clean glass and inside of fire hose cabinets.
b.	Stairs and stairwells: Shall be swept and damp mopped.
c.	Tile & vinyl floors: Shall be polished, buffed or refinished, as needed.
d.	Hard floors: Shall be cleaned and buffed. Concrete floors shall be mopped, as needed.
e.	Furniture w/cushions & curtains: Cushions shall be vacuumed to remove debris. Curtains shall be vacuumed.
f.	Window coverings (blinds & verticals): Shall be dusted and spot cleaned, as needed.
g.	Entranceways and doors: Metal thresholds: damp wipe and clean. Doors, armor plates and kick plates shall be cleaned and wiped.
h.	Metal & Chrome Fixtures: Polish metal frames and surfaces.

i.	Carpets: All carpets shall be shampooed with deep extraction method.
j.	Wood Floors: All wood floors shall be stripped and sealed with three (3) coats of wax. Machine scrub & re-coat hard floors.
k.	Blinds & Verticals: Shall be washed and wiped clean on both sides.
l.	Restroom and Bathroom Floors: Shall be machine scrubbed to clean grout and remove grime.
m.	Curtains: Curtains shall be vacuumed.
n.	Theater: Theater seats shall be vacuumed. Theater box office window: clean interior and exterior glass.
o.	Windows: Thoroughly wash all interior and first floor exterior glass, doors, entranceways and windowsills on the ground floors.

1.1.3 NOTIFICATION OF QUARTERLY CLEANING

The awarded Contractor shall be required to provide the City with a schedule of Quarterly Services at each location, at least two weeks in advance. The City reserves the right to request a rescheduling, as needed.

1.1.4 CONFIRMATION OF QUARTERLY CLEANING

The awarded Contractor shall be required to submit a completed checklist or written report to the City upon completion of Quarterly Services at each location, a meeting to review the report may be requested by the City during normal business hours. The City reserves the right to request more frequent reports and/or meetings, as needed.

1.1.5 SPECIAL CLEANING REQUIREMENTS FOR LOT IV-LEISURE SERVICES LOCATIONS

In addition to the Daily Services listed in the SCHEDULE OF SERVICES, Contractor shall complete the following Monthly Services: Tile & vinyl floors: Shall be polished, buffed or refinished, as needed. Carpets: All carpets shall be shampooed with deep extraction method.

1.1.6 SPECIAL CLEANING REQUIREMENTS FOR LOT V-FIRE STATIONS AND OTHER LOCATIONS WHERE SPACE IS CURRENTLY UNOCCUPIED.

Contractor shall only be responsible for cleaning the floors. Regular cleaning shall not be required. Hard floors shall be buffed **four (4**) times a year and stripped, sealed and refinished two (2) times a year. Deep extraction cleaning of carpet shall be done once

(1) a year. Contractor shall schedule all work at the Fire Stations in advance through the Logistic Division. It is currently anticipated that the floors shall be cleaned during the hours of 8:00 a.m. and 8:00 p.m. and may be scheduled any day of the week, including weekends.

1.1.7 SPECIAL CLEANING REQUIREMENTS FOR LOT VI-PUBLIC SAFETY COMPLEX LOCATION.

Public Safety Main Building

In addition to the Daily Services listed in the SCHEDULE OF SERVICES, Contractor shall sweep, vacuum and mop: lobby floor, elevator floors, locker rooms and shower areas twice (2) a day, at a minimum. Contractor shall damp wipe lobby seats/benches twice (2) a day, at a minimum. Polish metal frames and surfaces daily. Metal thresholds: damp wipe and clean daily. Doors, armor plates and kick plates shall be cleaned and wiped daily. The 1st floor areas shall be inspected four (4) times a day and additional cleaning shall be provided, as needed. In addition to the Quarterly Services listed in the SCHEDULE OF SERVICES, Contractor shall dust, vacuum or damp wipe high ledges and above doors in Lobby. Note: High ledges in Lobby may exceed 20'. Dust or vacuum architectural grilles on every floor. Dust tops of televisions, projectors and screens on every floor.

Public Safety Ancillary Building

Rooms with concrete flooring, including the specialty vehicle bays, shall be swept and cleaned on a daily basis. Restrooms, bathrooms and SWAT ready room shall be cleaned daily as listed in the
schedule of services. Carpeted areas: Shall be vacuumed weekly and spot cleaned. Warehouse shall be swept and mopped weekly. The following areas shall not be included in this Contract: Evidence Garage, Field Force, Gun Range, SWAT Locker Room, K-9 Rooms and Kennel.

1.1.8 LOCATIONS FOR CLEANING

Current locations to be serviced are as specified in Exhibit "2". Locations are separated by Lot and include floor types and approximate square footage where known. Also specified are days and hours for service. Each location has specific characteristics that will vary the type of services required. It shall be the Contractor's responsibility to familiarize themselves with the nature and extent of work, and existing conditions, at each location that may affect the scope of work and/or materials required.

1.1.9 EQUIPMENT & SUPPLIES

The Contractor shall supply all maintenance and cleaning products, equipment and supplies required to perform the work as specified herein, including, but not limited to,

cleaners, disinfectants, floor care strippers, sealers, waxing machines. Hospital grade bacteria fighting appropriate disinfectant solutions shall be used in all bathrooms. All equipment shall be in good operating condition or replaced with new equipment. In addition, the Contractor must have the following equipment and supplies available at each location: an industrial size vacuum cleaner, industrial brooms, a floor machine for stripping and buffing floors, four (4) "Caution Wet Floor" signs, 2 ply toilet paper and 2 ply paper towels.

1.2 GENERAL REQUIREMENTS

1.2.1 STAFFING REQUIREMENTS

Contractor shall have a trained work force adequate in numbers and experience to satisfactorily complete all the work specified herein. The Contractor shall have the resources to increase staffing needs to deal with emergencies or additional locations, as needed. The Contractor shall not sub-contract any services.

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. with a person available to respond to phone call requests. Contractor must respond to all requests within one (1) hour from time of call. In addition, the Contractor shall provide the City with a telephone number available 24 hours a day, for emergencies.

The Contractor shall immediately remove any employee from the premises, if requested to do so by the City, for cause, and who shall not be allowed to return to work on City property for the duration of the contract.

The Contractor shall provide the City with background and fidelity bonding (or Crime Fidelity Insurance) information for all personnel assigned to the contract. All requested information and past work experience shall be provided to the City for review and acceptance prior to assignment of personnel.

Contractor shall have no underage individuals (under 16 years of age) on City property at any time. The Contractor shall comply with the Child Labor Laws of the State of Florida.

Upon award, Contractor shall provide the City with a list of all employees working at City locations, including their date of birth and social security number. Contractor shall notify the City of additions and deletions as they occur.

a. General Workers
   All general workers shall have the ability to understand and speak English. Workers shall wear clean uniforms with the company identification and safety shoes while on City property. Employees shall have a photo I.D. in their possession when working on City property.

b. Supervisors

Contractor shall provide a competent designated supervisor, at each location, to oversee the work. All supervisors must possess the ability to communicate and write fluently in English and must be able to effectively communicate with custodial staff. Contractor shall provide each supervisor with a pager or cell phone and provide the City with the numbers. When numbers are added or changed, the City shall be notified.

Supervisors shall conduct weekly physical inspections of each location, and if requested, provide the City with a written report of any problems.

1.2.2 KEYS

Contractor shall be provided with, and be responsible for, keys to all locations where services are required. Contractor shall not duplicate any key without written consent by the City. Lost or stolen keys must be immediately reported to the City. The cost of replacement keys shall be borne by the Contractor.

Contractor shall provide a list to the City indicating the name of each person and the location to which keys have been provided to them. Changes shall be reported to the City as they occur. It will be the Contractor's responsibility to ensure that employees no longer working on City property, turn in their keys. Contractor shall be responsible for the cost of re-keying or replacing any locks or for loss of property as the result of lost keys.

1.2.3 ACCESS TO PROPERTY-SECURITY CODES

The City will provide the awarded Contractor with Security Access Code Numbers, where applicable, for any property scheduled for cleaning during non-working hours. If cleaning is done during non-working hours, all exterior doors shall be kept locked while cleaning is in progress. The Contractor shall be responsible for locking all doors and exits and setting security codes upon completion of the work. Contractor shall ensure that alarms are reset when the work is complete and the cleaning staff leaves the property.

1.2.4 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage to or loss of City property. The Contractor shall be responsible for repairing any damage to property caused by their employees and for replacing lost property, if the loss is due to any of their employee's negligence. If repairs and/or replacement are made by the City, the cost incurred by the City will be deducted from outstanding invoices due to the Contractor.

1.2.5 NOTIFICATION OF DAMAGE TO PROPERTY

Any non-emergency maintenance problem or damage to City property observed by an employee in the course of cleaning shall be reported to the City on the next working

day. The City will provide the awarded Contractor with a name and phone number to report on any situation that would require immediate attention.

1.2.6 ADDITIONAL LOCATIONS

The City reserves the right to add and/or delete locations as required. When locations are added, the Contractor shall furnish a written proposal which will be authorized by the City, in writing, prior to any work beginning. If a location is to be deleted, the City shall notify the Contractor, in writing, no less than three (3) days prior to stopping work. The City reserves the right to make immediate changes if, in the opinion of the City, an emergency or unforeseen circumstance warrants such changes.

EXHIBIT "2" - PRICING

RFP 25-06-08-MS CUSTODIAL SERVICES

Schedule I - Cost Proposal

Grupo Eulen

LOT I – GENERAL FUND LOCATIONS

Location No.	Location	Est. Total Sq Ft.	Floor Type	Cleaning Days	Cleaning Hours	Cost Per MONTH
1	City Hall First Floor 10770 W Oakland Park Blvd	31,932	Carpet Vinyl Tile Ceramic Tile	M-T-W-Th-F	4:00pm -5:00pm Public Service 5:00pm -10:00pm* *Note: Bldg closes at 10:00 p.m.	$4,855.06
2	City Hall Second Floor	13,352	Carpet Ceramic Tile	M-T-W-Th-F	5:00pm -10:00pm* *Note: Bldg closes at 10:00 p.m.	$1,977.22
3	City Hall Third Floor	17,196	Carpet Ceramic Tile	M-T-W-Th-F	4:20pm -5:00pm City Attorney 5:00pm -10:00pm* *Note: Bldg closes at 10:00 p.m.	$2,484.36
4	City Hall Fourth Floor	16,157	Carpet Ceramic Tile	M-T-W-Th-F	4:20pm -5:00pm City Clerk 5:00pm -10:00pm* *Note: Bldg closes at 10:00 p.m.	$2,280.05
5	City Hall Fifth Floor	16,157	Carpet Vinyl Tile Ceramic Tile	M-T-W-Th-F	4:45pm -10:00pm* *Note: Bldg closes at 10:00 p.m.	$2,280.05
6	Public Service Satellite Office (East Side) #39 6800 Sunset Strip	1,200	Carpet Tile	M-T-W-Th-F	9:00am - 5:00pm	$374.21
7	Public Service Satellite Office (West Side) #83 60 Weston Road	1,200	Carpet Tile	M-T-W-Th-F	7:00am - 12:00pm	$374.21
8	601 Sawgrass Corporate Parkway	3,000	Carpet , Tile	M-T-W-Th-F	6:30am - 5;00pm	$605.98
9	City Hall Parking Garage Elevators (4), office, Mailroom, Restrooms (2)	3,000	Tile ,concrete	M-T-W-Th-F	8:00am - 4:00pm	$605.98
					MONTHLY TOTAL - LOT I	**$15,837.12**

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						Grupo Eulen
LOT II – GAS DEPARTMENT LOCATIONS						
Location No.	**Location**	**Est. Total Sq Ft.**	**Floor Type**	**Cleaning Days**	**Cleaning Hours**	**Cost Per MONTH**
10	Gas Department-First Floor 4401 NW 103 Avenue	16,250	Carpet Tile	M-T-W-Th-F	After 5:00pm	$2,456.73
11	Gas Department Second Floor 4401 NW 103 Avenue	3,700	Carpet Tile	once a month	After 5:00pm	$165.75
					MONTHLY TOTAL - LOT II	**$2,622.47**

	Grupo Eulen

Grupo Eulen

LOT III – UTILITIES DEPARTMENT LOCATIONS

Location No.	Location	Est. Total Sq Ft.	Floor Type	Cleaning Days	Cleaning Hours	Cost Per MONTH
12	Sawgrass Admin. Complex 1st & 2nd Fl 777 Sawgrass Corporate Parkway	29348 (14,936 1st Floor 14,412 2nd Floor)	Carpet Ceramic Tile Concrete Slate	M-T-W-Th-F	5:00pm -11:00 pm* *Note: Bldg closes at 11:00 p.m.	$3,876.26
13	Sawgrass Water Treatment Plant 777A Sawgrass Corporate Parkway	5,000	Ceramic Tile	M-T-W-Th-F	After 5:00pm	$803.16
14	Sawgrass Operations & Maint Bldg. Bldg offices and bathrooms, Break Room 14150 NW 8th St.	14,000	Carpet Vinyl Tile Ceramic Tile Concrete	M-T-W-Th-F	After 5:00pm	$2,191.91
15	Sawgrass Centrifuge Bldg #15 Office and bathrooms	350	Vinyl Tile Ceramic Tile Concrete	M-T-W-Th-F	After 5:00pm	$180.52
16	Sawgrass Water Treatment Plant Guard House 777 Sawgrass Corporate Parkway	100	Vinyl Tile	7 days a week	Anytime	$260.98
17	Springtree Plant Guard House 4350 Springtree Drive	100	Vinyl Tile	7 days a week	Anytime	$233.41
18	Springtree Operations Bldg Water Treatment Plant B 4350 Springtree Drive	10,195	Carpet Vinyl Tile Ceramic Tile	M-T-W-Th-F	After 3:00pm	$1,444.67
19	Springtree Plant Dewatering Buildings 4350 Springtree Dr	200	Carpet Vinyl Tile Ceramic Tile	2 days a week	After 3:00pm	$83.01
20	Springtree Maintenance Bldg Water Treatment Plant I 4350 Springtree Drive	2,300	Carpet Vinyl Tile Ceramic Tile	M-T-W-Th-F	After 3:00pm	$401.92
21	Southwest Plant 15400 Watermill Rd Davie	1,300	Vinyl Tile	Monday only	After 3:00pm	$152.49
22	Southwest Plant 15400 Watermill Rd Davie	580	Vinyl Tile	Monday only	After 3:00pm	$96.77
23	Southwest Plant - Guard House 15400 Watermill Rd Davie	100	Vinyl Tile	Monday only	After 3:00pm	$48.77
					MONTHLY TOTAL - LOT III	**$9,773.86**

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						Grupo Eulen
LOT IV – LEISURE SERVICES LOCATIONS						
Location No.	**Location**	**Est. Total Sq Ft.**	**Floor Type**	**Cleaning Days**	**Cleaning Hours**	**Cost Per MONTH**
24	Leisure at Fire Station #39 6800 Sunset Strip Used by Police	7,725	Carpet Tile	M-T-W-Th-F	9:00am-5:00pm	$1,051.39
25	Leisure at Fire Station #83 60 Weston Road Used by Police	5,300	884.79	M-T-W-Th-F	9:00am-5:00pm	$813.55
					MONTHLY TOTAL - LOT IV	**1,864.94**

	Grupo Eulen

						Grupo Eulen
LOT V – FIRE STATION LOCATIONS						
Location No.	**Location**	**Est. Total Sq Ft.**	**Floor Type**	**Cleaning Quarterly**	**Cleaning Hours**	**Cost Per QUARTER**
26	Fire Station #59 8330 NW 27th Place	5,150	Carpet Tile	Once per quarter	To be determined	$344.22
27	Fire Station #59 8330 NW 27th Place	3,265	Carpet Tile	Once per quarter	To be determined Training room & restrooms	$274.43
28	Fire Station #72 10490 W. Oakland Park Blvd	6,500	Carpet Tile	Once per quarter	To be determined	$249.48
29	Fire Station #92 13721 NW 21st Street	12,683	Carpet Vinyl Tile	Once per quarter	To be determined	$473.45
					MONTHLY TOTAL - LOT V	**$1,341.58**

	Grupo Eulen

						Grupo Eulen
LOT VI – PUBLIC SAFETY COMPLEX LOCATIONS						
Location No.	**Location**	**Est. Total Sq Ft.**	**Floor Type**	**Cleaning Days**	**Cleaning Hours**	**Cost Per MONTH**
30	Public Safety Complex MIS portion of Third Floor 10440 W Oakland Park	5,213	Carpet Ceramic Tile	M-T-W-Th-F	After 5:00pm	$884.48
31	Public Safety Complex Fire Fourth Floor and portion of First Floor	23,589	Carpet Tile	M-T-W-Th-F	After 5:00pm	$3,856.36
32	Public Safety Complex Police All Floors 10440 W Oakland Park Blvd	73,654	Carpet Ceramic Tile Concrete	M-T-W-Th-F (Saturday-Sunday Cleaning on 1st FL & 3rd FL Dispatch)	After 7:00 am and before 2:30pm (Twice a day in 1st Floor Lobby, Elevators, Gym, Lockers and 3rd FL Dispatch, once a day in 5th floor) After 5:00pm all other areas	$10,158.39
					MONTHLY TOTAL - LOT VI	**$14,899.23**

	Grupo Eulen

						Grupo Eulen
LOT VII – PUBLIC WORKS COMPLEX LOCATIONS						
Location No.	**Location**	**Est. Total Sq Ft.**	**Floor Type**	**Cleaning Days**	**Cleaning Hours**	**Cost Per MONTH**
33	Public Works Complex Leisure Services 5580 NW 108th Ave	2,232	Carpet Ceramic Tile	M-T-W-Th-F	After 5:00pm	$399.57
34	Public Works Complex Public Works Admin Offices 5580 NW 108th Ave	6,405	Carpet Ceramic Tile	M-T-W-Th-F	After 5:00pm	$851.81
35	Public Works Complex Public Works Field Crew Area 5580 NW 108th Ave	830	Concrete	M-T-W-Th-F	After 5:00pm	$351.01
36	Public Works Complex Fleet Maintenance Ground Floor Offices 5580 NW 108th Ave	4,327	Carpet Ceramic Tile	M-T-W-Th-F	After 5:00pm	$625.98
					MONTHLY TOTAL - LOT VII	**$2,228.38**
				TOTAL LOTS I - VII		**$48,567.57**

	Grupo Eulen

	Grupo Eulen
Contingency Pricing:	
Hourly Rate for miscellaneous work, not part of specifications.	$29.50
Hourly Rate for carpet extraction, not part of specifications.	$31.50
Cost Per Square Foot for carpet cleaning, not part of specifications.	$0.20

	Grupo Eulen

RFP 25-06-08-MS

Summary

Grupo Eulen			
DESCRIPTION	**MONTHLY COST**	**QUARTERLY COST**	**ANNUAL COST**
Lot I - General Funds	$15,837.12		$190,045.41
Lot II - Gas	$2,622.47		$31,469.69
Lot III - Utilities	$9,773.86		$117,286.30
Lot IV - Leisure Services	$1,864.94		$22,379.29
Lot V-Fire Stations		$1,341.58	$5,366.30
Lot VI -Public Safety Bldg	$14,899.23		$178,790.73
Lot VII-Public Works	$2,228.38		$26,740.50
TOTAL ANNUAL COST			**$572,078.23**

EXHIBIT "3"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

Print Name: _____ My commission expires: _____

EXHIBIT "4"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

RFP 25-06-08-MS Custodial Services

Evaluation and Ranking

VENDOR		Clean Space LLC			General Facility Care			United States Service Industries dba Grupo Eulen			Marsden South LLC			Opus Operations			Southern Cleaning Services			SFM Janitorial			Sunshine Cleaning Systems dba Pritchard Industries			UG2 LLC		
Criteria No.	Points	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluato r No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3
1	**Financial Strength.** The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources. Possible Points: 15	15	8	15	12	10	10	15	10	15	10	10	10	12	10	10	10	5	10	15	7	15	15	10	15	15	10	15
2	**Management Systems, Human Resources, Training and Customer Service.** Provide detailed routine maintenance procedures and written manuals. Employee hiring and background check procedures. Provide detailed Customer Service Program. Possible Points: 20	14	15	15	15	15	15	17	15	20	14	15	15	16	15	15	14	15	15	15	13	20	15	15	18	14	10	15
3	**Health and Safety records.** Provide detailed Safety Program. Possible Points: 10	6	7	8	8	8	8	10	7	10	6	8	8	8	5	8	8	5	8	9	6	9	8	8	9	7	6	8
4	**Qualifications, Prior Experience, Service Delivery.** Provide Quality Assurance Plan and a sample quarterly walk-through report. Provide names, resumes and role in the project of key personnel. Provide copies of Contractor's licenses. List of all equipment owned by the firm that will be used for this project. Provide a list of similar contracts including company name, address, phone number and contact person. Possible Points: 25	20	20	19	20	20	19	23	20	20	20	20	19	20	20	19	25	20	19	23	20	25	25	25	25	23	20	20
5	**Pricing.** Pricing information must be submitted in a sealed envelope inside the RFP Package. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). Possible Points: 30	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	**55**	**50**	**57**	**55**	**53**	**52**	**65**	**52**	**65**	**50**	**53**	**52**	**56**	**50**	**52**	**57**	**45**	**52**	**62**	**46**	**69**	**63**	**58**	**67**	**59**	**46**	**58**
	Average Points - without pricing points		54.00			53.33			60.67			51.67			52.67			51.33			59.00			62.67			54.33	
	**Pricing Points		29.08			19.68			30.00			24.65			28.63			28.36			21.26			26.80			25.92	
	TOTAL POINTS		**83.08**			**73.02**			**90.67**			**76.31**			**81.30**			**79.70**			**80.26**			**89.46**			**80.26**	
	Proposed Price		$590,199.36			$871,994.19			$572,078.23			$696,378.00			$599,444.20			$605,100.00			$807,432.00			$640,460.56			$662,024.88	
	Rank Position		**3**			**9**			**A: Lowest price 1**			**8**			**5**			**corrected 7**			**4**			**2**			**6**	

RANKING

1 -United States Service Industris dba Grupo Eulen*
2- Sunshine Cleaning Systems dba Pritchard Industries
3 - Clean Space LLC
4 - SFM Janitorial
5 - Opus Operations
6 - UG2 LLC
7 - Southern Cleaning Services
8 - Marsden South
9 - General Facility Care

* Recommended for Award

·*Total scores for all vendors have been corrected. Price scores were initially calculated using a 20-point scale rather than the 30-point maximum per RFP document. Formula remains the same and was applied consistently for all vendors. The overall ranking remained unchanged.

Detail by FEI/EIN Number

Foreign Profit Corporation
UNITED STATES SERVICE INDUSTRIES, INC.

Filing Information

Document Number	P37332
FEI/EIN Number	52-0897024
Date Filed	02/03/1992
State	DE
Status	ACTIVE

Principal Address

8600 NW 36 St Ste 210
Miami, FL 33166

Changed: 11/18/2024

Mailing Address

8600 NW 36 St Ste 210
Miami, FL 33166

Changed: 11/18/2024

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 10/16/2024

Address Changed: 10/16/2024

Officer/Director Detail

Name & Address

Title DIRECTOR, VICE PRESIDENT

GARCIA PERULLES, EMILIO JAVIER
8600 NW 36 St Ste 210
Miami, FL 33166

Title CFO

Cardoso, Alice
8600 NW 36 St Ste 210
Miami, FL 33166

Title CEO

Fernandez de Cordoba Martos, Maria
8600 NW 36 St Ste 210
Miami, FL 33166

Title COO

Alvarez, Ramiro A
8600 NW 36 St Ste 210
Miami, FL 33166

Title Chief Human Resources Officer

Elejabarrieta, Raquel
8600 NW 36 St
Ste 210
Miami, FL 33166

Annual Reports

Report Year	Filed Date
2025	04/28/2025
2025	09/11/2025
2025	10/23/2025

Document Images

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GRUPO EULEN

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Status	ACTIVE
Filed Date	12/29/2022
Expiration Date	12/31/2027
Current Owners	1
County	LEE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

7200 CORPORATE CENTER DR
STE 206
DORAL, FL 33126

Owner Information

UNITED STATES SERVICE INDUSTRIES, INC
4300 EAST-WEST HWY, STE 204
BETHESDA, MD 20814
FEI/EIN Number: 52-0897024
Document Number: P37332

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AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4N **Meeting Date:** 2/24/2026

City Reference Number (C#): C26042

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 25-83-09-MS for the East Sunrise Water Main Replacement – Phase II Project to ITG Communications, LLC; approving contract no. C 25-83-09-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
465.66.70.533.506510 – Construction
Project No. 5152PI - East Sunrise Water Main Replacement – Phase 2

Amount:
$4,398,674.75

ATTACHMENTS:

ATY Resolution - C26042

Tabulation
Sunbiz - ITG Communications, LLC

Background:

The Utilities Department has a program to improve the water distribution system and replace aging infrastructure throughout the utility service area. This program identifies areas based on age, number of repairs, and operational needs. Based on the above criteria, the area bounded by NW 68th Avenue to the east, NW 69th Avenue to the west, NW 26th Street to the south, and NW 30th Street to the north have existing watermains consisting of asbestos concrete (AC) piping installed around 1968 that need to be replaced.

On April 26, 2022, the City Commission approved Project Agreement PA-22-001-ST and Resolution 21-47-22-A with Stantec Consulting Services Inc. (Stantec) for the design, permitting, and bidding services of the East Sunrise Watermain Replacement - Phase 2 project. The construction documents have been completed and the City of Sunrise, Utilities Department requires a qualified contractor to perform construction services for the project. The scope of work includes furnishing and installing new potable water piping, valves, and fire hydrants; connecting to existing potable water piping; abandoning existing potable water piping; repaving of affected roads; and all ancillaries associated with completion of this work.

On October 13, 2025, Bid No. 25-83-09-MS was issued for the aforementioned project. A non-mandatory pre-bid meeting with a site visit was conducted on October 28, 2025, with six prospective bidders in attendance. The bid opening took place on November 20, 2025, and four bids were received.

Following the evaluation by the Purchasing Office, Utilities Department, and Stantec, it is recommended to award the contract to the lowest responsive and responsible bidder, ITG Communications, LLC. Since ITG Communications, LLC's bid price is approximately 30% lower than the Engineer's Opinion of Probable Construction Cost (OPCC), the Purchasing Office, Utilities Department, and Stantec scheduled an in-person meeting with the bidder resulting in clarification and confirmation of their bid price. In addition, city staff asked questions and received confirmation regarding company approach, resources, workload, and experience of completing similar projects.

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

The City received a response from a City of Sunrise vendor that could provide this service, but their bid was not the lowest.

A companion agenda item awarding a Project Agreement with Stantec for Construction Management Services is also being submitted for City Commission consideration at the February 24, 2026 City Commission Meeting.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM, Procurement Specialist

Phone: 954-572-2484

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, AWARDING BID NO. 25-83-09-MS FOR THE EAST SUNRISE WATER MAIN REPLACEMENT – PHASE II PROJECT TO ITG COMMUNICATIONS, LLC; APPROVING CONTRACT NO. C 25-83-09-MS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 25-83-09-MS for the East Sunrise Water Main Replacement – Phase II Project to ITG Communications, LLC is hereby approved in the amount of $4,398,674.75, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: BID 25-83-09-MS

BID TITLE: East Sunrise Water Main Replacement - Phase II

OPENING DATE: November 20, 2025

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
ITG Communications, LLC	$4,398,674.75
AMICI Engineering Contractors	$6,998,631.78
Murphy Pipeline Contractors	$8,529,011.89
Ric-Man International, Inc	$9,626,885.95

BID OPENED BY:
Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Detail by Entity Name

Foreign Limited Liability Company
ITG COMMUNICATIONS, LLC

Filing Information

Document Number	M16000001810
FEI/EIN Number	46-4108185
Date Filed	03/01/2016
State	TX
Status	ACTIVE

Principal Address

152 MOLLY WALTON DRIVE
HENDERSONVILLE, TN 37075

Changed: 04/23/2022

Mailing Address

152 MOLLY WALTON DRIVE
HENDERSONVILLE, TN 37075

Changed: 04/23/2022

Registered Agent Name & Address

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

Authorized Person(s) Detail

Name & Address

Title Manager

Perkins, Christopher
2400 E Commercial Blvd
Suite 1000
Fort Lauderdale, FL 33308

Title Manager

McClendon, Troy
2400 E Commercial Blvd
Suite 1000

Fort Lauderdale, FL 33308

Title Manager

Cowart, Christopher
2400 E Commercial Blvd,
Suite 1000
Fort Lauderdale, FL 33308

Title Manager

Brooks, Michael
2400 E Commercial Blvd
Suite 1000
Fort Lauderdale, FL 33308

Title Manager

Giacalone, Peter A.
2400 E Commercial Blvd
Suite 1000
Fort Lauderdale, FL 33308

Title Manager

Rivas, Joel
2400 E Commercial Blvd
Suite 1000
Fort Lauderdale, FL 33308

Title Manager

Taylor, Jerry
152 Molly Walton Drive
Hendersonville, TN 37075

Title Manager

Guilherme, Elias
2400 E Commercial Blvd
Suite 1000
Fort Lauderdale, FL 33308

Title Member

ITG Splitter, L.P.
2400 E Commercial Blvd.
Suite 711
Fort Lauderdale, FL 33308

Title Member

Management Holdings, LLC
2400 E Commercial Blvd.
Suite 711
Fort Lauderdale, FL 33308

Annual Reports

Report Year	Filed Date
2024	04/01/2024
2024	05/16/2024
2025	01/21/2025

Document Images

01/21/2025 -- ANNUAL REPORT	View image in PDF format
05/16/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/01/2024 -- ANNUAL REPORT	View image in PDF format
12/01/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2023 -- ANNUAL REPORT	View image in PDF format
04/23/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
03/19/2018 -- ANNUAL REPORT	View image in PDF format
05/09/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4O

Meeting Date: 2/24/2026

City Reference Number (C#): C26019

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Stantec Consulting Services, Inc. for Project Agreement Number: PA-26-005-SC East Sunrise Watermain Improvements Phase 2 Construction Management Services" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

465.66.70.535.506510 - Construction
Project: 5152PI - East Sunrise Watermain Replacement Phase 2

Amount:

$363,977.00

ATTACHMENTS:

ATY Resolution - C26019
Project Agreement
Basis and Justification Memo

Background:

The Utilities Department has a program to improve the water distribution system and replace aging infrastructure throughout the utility service area. This program identifies areas based on age, number of repairs, and operational needs. Based on the above criteria, the area bounded by NW 68th Avenue to the east, NW 69th Avenue to the west, NW 26th Street to the south, and NW 30th Street to the north have existing watermains consisting of asbestos concrete (AC) piping installed around 1968 that need to be replaced.

On April 26, 2022, the City Commission approved Project Agreement PA-22-001-ST and Resolution 21-47-22-A with Stantec Consulting Services Inc. (Stantec) for the design, permitting, and bidding services of the East Sunrise Watermain Replacement - Phase 2 project. The construction documents have been completed and the City of Sunrise, Utilities Department requires a qualified contractor to perform construction services for the project. The scope of work includes furnishing and installing new potable water piping, valves, and fire hydrants; connecting to existing potable water piping; abandoning existing potable water piping; repaving of affected roads; and all ancillaries associated with completion of this work.

On October 13, 2025, Bid No. 25-83-09-MS was issued for this project. Following the evaluation by the Purchasing Office, Utilities Department, and Stantec, it is recommended to award the contract to the lowest responsive and responsible bidder, ITG Communications, LLC. A separate agenda item will be presented at the February 24, 2026, City Commission Meeting to award this construction contract.

As the project transitions into the construction phase, the Utilities Department developed Project Agreement PA-26-005-SC with Stantec to provide Construction Management Services (CMS), including construction contract administration, inspection services, and engineering certifications by staff experienced in the relevant discipline fields.

Staff negotiated a fee for these professional services with Stantec, that is considered fair and reasonable for the scope and complexity of the work, and funds are currently budgeted to complete this work.

This project agreement is consistent with Item Number 42 in Exhibit ‘A’ Scope of Services of the 2021 Continuing Services Agreement with Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

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 "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NUMBER: PA-26-005-SC EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE 2 CONSTRUCTION MANAGEMENT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide construction management services for the East Sunrise Watermain Replacement Phase 2 Project, awarded via Bid No. 25-83-09-MS to ITG Communications, LLC; and

WHEREAS, in 2022, the City entered into a Continuing Services Agreement with Stantec Consulting Services Inc. for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, the City has developed a Project Agreement with Stantec Consulting Services Inc. for construction management services based on the firm's reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services Inc., the "Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement Number: PA-26-005-SC East Sunrise Watermain Improvements Phase 2 Construction Management Services" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES INC.

For

Project Agreement Number: PA-26-005-SC

EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE 2 CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

City's Initials ____ Consultant's Initials ____

2.3 THIRTY PERCENT DESIGN DOCUMENTS (NOT USED)

2.4 SIXTY PERCENT DESIGN DOCUMENTS (NOT USED)

2.5 NINETY PERCENT DESIGN DOCUMENTS (NOT USED)

2.6 ONE HUNDRED PERCENT DOCUMENTS (NOT USED)

2.7 ADMINISTRATION OF CONSTRUCTION

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

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

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

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

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

progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.7.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services

Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: ..... (NOT USED)

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract

Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

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

NAME	FUNCTION
Eduardo Torres, PE	Construction Manager
Dave Clarke, PE	Project Manager/EOR
Larissa Faria, PE	Project Engineer
Fernando Vargas	Senior Inspector
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

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

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $361,977.00 exclusive of authorized Reimbursable Expenses ($363,977.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Section 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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

Pre-Construction Services	$4,194	1%
Construction Management	$56,511	16%
Inspection Services	$207,278	57%
Engineering Services	$51,904	14%
Project Closeout	$42,090	12%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed **$2,000** without prior written authorization by the City.

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

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **730 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

City's Initials ____ Consultant's Initials ____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

City's Initials ____ Consultant's Initials ____

CONSULTANT

STANTEC CONSULTING SERVICES INC.

BY: _____
Oscar Bello, P.E.

TITLE: Client Service Manager

____ day of _____, 2026

AUTHENTICATE:

_____
Managing Counsel

_____
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

The CITY has requested Stantec Consulting Services Inc., (CONSULTANT) to provide Construction Management Services for the East Sunrise Water Main Improvements project (Project). This Project will take place along NW 68th Avenue between NW 26th Street and NW 25th Court and replaces existing watermains within the area bounded to the east by NW 68th Avenue, to the west by NW 69th Avenue, to the south by NW 26th Street and to the north by NW 30th Street. The new watermain will be replaced via Close Tolerance Pipe Slurrification (CTPS) methods and 340 LF of Horizontal Directional Drill (HDD) on NW 68th Ave to cross the drainage culvert. As part of the additional scope, 2" and 4" PVC sleeves will be constructed for the future gas main extension.

SECTION 1

The following work shall be performed by a qualified contractor:

A. This project provides for the installation via Open-Cut of approximately 845 LF of new 8-inch & 6-inch PVC watermain which includes connection to existing watermain lines and fire hydrant leads.

B. This project provides for the installation of an 8-inch High Density Polyethylene (HDPE) watermain along NW 68th Ave approximately 340 LF long via Horizontal Directional Drill (HDD).

C. This project provides for the installation via CTPS includes approximately 7,050 LF of new 6-inch HDPE water main installed within East Sunrise neighborhood.

D. This project provides for the installation of HDPE sleeves for future gas main extension.

E. Other major elements of the Work to be performed under this Contract include:

1. Fire Hydrants and Water meter box installation
2. Road surfacing, signing and striping;
3. Restoration of Concrete Sidewalk and Sodding;
4. Pavement trench and road/driveway restoration as required;
5. Removing and Replanting existing trees;
6. Site restoration where proposed mains are installed and any disturbed areas due to construction activities performed during construction duration of the project; and
7. Follow the FDOT Maintenance of Traffic Plan (MOT) indexes guidelines for construction purposes.

SECTION 2

The CONSULTANT shall provide the following Engineering Services in support of Construction in connection with the Project:

2.1 **Representation of the City.** The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award of the Contract for Construction. The CONSULTANT shall perform general administrative duties associated with the project including project set-up, progress monitoring and reporting, team coordination and

City's Initials ____ Consultant's Initials ____

manpower planning, general correspondence review/issuance, invoicing, document management system monitoring, and meeting attendance. In addition, the CONSULTANT shall prepare and present project status updates, and other project related matters to internal and external project stakeholders as requested by the CITY. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Project Agreement and in the Contract for Construction. The CONSULTANT shall have and perform all of the duties, obligations, and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the CITY and a General Contractor.

PRE-CONSTRUCTION SERVICES

2.2 **Pre-Construction Support.** The CONSULTANT shall schedule and attend a Project Kickoff Meeting and a Pre-Construction meeting, which shall include the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY.

CONSTRUCTION MANAGEMENT

2.3 **Management.** The CONSULTANT shall be responsible for the comprehensive coordination and administration of the project through its designated Construction Manager (CM). The CM shall manage all financial and scheduling aspects of the work activities identified herein for the duration specified in the Project Schedule. Responsibilities shall include the development and maintenance of the project plan and schedule; oversight of project execution to ensure compliance with established milestones; assignment, processing, and tracking of shop drawings, Requests for Information (RFIs), and Requests for Proposals (RFPs); monitoring and updating of budget status and preparation of progress reports; preparation of project management correspondence and documentation; coordination of activities among all project team members; and management and resolution of project issues in collaboration with the CITY.

2.4 **Construction Meetings.** During construction, the CONSULTANT shall schedule additional meetings with the CITY, the Contractor, and others on a bi-weekly basis for the duration of the Contract of Construction including final close-out or as otherwise necessary. The CONSULTANT shall prepare, distribute and maintain detailed minutes of all meetings under this task.

2.5 **Approval of Request for Payment.** The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: inspections of the Work, evaluation of the Contractor's rate of progress in relation to the remaining Contract time, the Schedule of Values, review of partial and final releases of liens from the contractor's subcontractors and material suppliers and upon evaluation of the Contractor's Request for Payment, shall issue recommended approvals for Payment to the CITY of such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an inspection of the Work and that the Work has progressed to the level indicated in the Payment request, that the

quality of the Work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment to the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment.

2.6 **Examination of Construction Schedules.** The CONSULTANT shall examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. The CONSULTANT shall advise the CITY in writing with respect to the adequacy and accuracy of any such schedules or updates.

2.7 **Interpretations, Clarifications and Change Orders.** During the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations or clarifications of the Contract Documents, including any impacts to quality, operations, schedule, or cost. The CONSULTANT shall prepare and issue such interpretations and clarifications, obtaining CITY approval if they affect quality, operations, schedule, or cost, and, when appropriate, shall prepare work directives and proposed Change Orders. Additionally, the CONSULTANT shall review proposals and requests for Change Orders from the Contractor or CITY, prepare Change Orders for the CITY's approval and execution in accordance with the Contract for Construction, and may authorize minor changes in the Work by Field Order, provided these do not involve adjustments to Contract Price, quality, or Contract Time..

2.8 **Request for Proposals.** The CONSULTANT will prepare Requests for Proposals (RFPs) during construction. The CONSULTANT will prepare a maximum of eight (8) RFPs. These will include preparation of technical package including drawings, specifications, quantities, opinion of probable cost of construction to be included with RFP and review of technical submittals associated with the RFP.

2.9 **Rejection of Work.** The CONSULTANT shall issue notice(s) of non-conformance for any Work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. Whenever it is necessary in order to protect the interest of the CITY, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Contract for Construction whether or not such Work is fabricated, installed or completed.

ENGINEERING SERVICES

2.10 **Shop Drawings and Submittals.** The CONSULTANT shall receive, review, and process, or take other necessary action upon, the CONTRACTOR's Shop Drawings, product data, samples, and other submittals. The submittals shall be reviewed for conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such action shall be taken within the timeframes established in the Contract Documents.

2.11 **Review and Respond to Requests for Information (RFIs).** The CONSULTANT shall review and respond to requests for information (RFIs) as provided by the CONTRACTOR, throughout the Project. Responses shall be provided within five (5) working days from receipt of RFIs. The CONSULTANT shall maintain the official log of RFIs received from the CONTRACTOR, which shall be made available to the CITY on a monthly basis for informational purposes.

2.12 **Utility Coordination, Conflict Resolution, EOR Site Visit.** The CONSULTANT shall provide assistance to the Contractor for utility coordination services to ensure all existing and proposed utilities are accommodated during construction process. The CONSULTANT shall assist in engaging with utility providers and the Contractor to resolve conflicts between utility installations and project elements, recommending design adjustments or construction sequencing as necessary to mitigate delays and cost impacts. Additionally, the CONSULTANT shall coordinate and schedule Engineer of Record (EOR) site visits to verify compliance with design intent, address field conditions, and provide technical guidance. All activities shall be documented and communicated to the CITY, including conflict resolution actions, utility coordination updates, and EOR recommendations, to maintain project continuity and adherence to established standards.

PROJECT CLOSEOUT

2.13 **Substantial Completion and Final Completion.** The CONSULTANT, based upon a substantial completion walk through and a subsequent follow-up inspections of the Project shall determine and recommend in writing to the CITY the date when all contractual requirements for substantial and final completion, as specified in the contract documents, have been met. The CONSULTANT shall verify that contractual requirements for substantial & final completion are met prior to issuing the recommendation to the CITY. The CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, and forward to the CITY any written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial & final completion. Consultant will also provide assistance in closing out permits for Broward County (Traffic, Engineering), Florida Department of Environmental Prptection (FDEP) and City of Sunrise.

2.14 **Review of Contractor Provided As-builts.** The CONSULTANT shall review and provide comments on the contractor provided as-builts. The CONSULTANT shall monitor the Contractor's performance in maintaining up-to-date set of "As Built" drawings as required by the contract documents. The CONSULTANT shall perform final certification of the project as required by all permitting entities.

DELIVERABLES:

1. Review comments to the final set of redline "As Built" drawings as prepared by the Contractor.

2. Record Drawings

SECTION 3 THE INSPECTION PROJECT REPRESENTATIVE

3.1 The CONSULTANT shall provide the part-time services of a project CONSULTANT'S INSPECTOR. The CONSULTANT shall provide services as outlined in Section 3.3 to observe activities of the Contractor. The CONSULTANT's responsibilities for the construction observation, inspection, and reporting during the periods the CONSULTANT'S INSPECTOR is on-site.

The CONSULTANT'S INSPECTOR shall be the CONSULTANT's agent at the Project site. When on-site, the CONSULTANT'S INSPECTOR shall inspect the work and shall keep

the CITY fully informed of the progress and quality of the work. The CONSULTANT'S INSPECTOR shall serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The CONSULTANT'S INSPECTOR shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the CONSULTANT or the Contractor. The CONSULTANT'S INSPECTOR shall, when on-site, provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the CONSULTANT. The CONSULTANT'S INSPECTOR shall record in writing, and immediately report to the CONSULTANT and the CITY, any defective, deficient, faulty or unsatisfactory work performed by the Contractor. The CONSULTANT'S INSPECTOR shall witness and verify all tests required by the Contract Documents as well as the removal of equipment and systems by the Contractor. The CONSULTANT'S INSPECTOR shall maintain detailed records relating to any such tests. The CONSULTANT'S INSPECTOR shall, when on-site, accompany any visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY. The CONSULTANT'S INSPECTOR shall immediately notify the CONSULTANT in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor. The CONSULTANT'S INSPECTOR shall maintain, and keep available, a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The CONSULTANT'S INSPECTOR shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. The CONSULTANT'S INSPECTOR shall also maintain, based upon information provided by the Contractor, names, addresses and telephone numbers of all contractors, and subcontractors. The CONSULTANT'S INSPECTOR shall prepare weekly reports of the progress of the work and the Contractor's compliance with the Contract Documents including, but not limited to, the progress schedule and the schedule of shop drawings and sample submittals. The CONSULTANT'S INSPECTOR shall advise the CONSULTANT and CITY in advance of any scheduled test, inspection or start-up or removal of equipment as well as commencement of any significant phase of the Work. The CONSULTANT'S INSPECTOR shall review Contractor's redline "As-built" markups and provide any applicable comments to the Contractor. The CONSULTANT'S INSPECTOR shall, when on-site, report immediately in writing to CONSULTANT and the CITY upon the occurrence of any accident. The CONSULTANT'S INSPECTOR shall verify the submission of all certificates and other documents required by the Contract Documents and shall deliver copies of same to the CONSULTANT and the CITY prior to final payment to the Contractor. The CONSULTANT'S INSPECTOR shall assist with any final inspection of the Work and shall inspect the Work to determine that all requirements for final inspection have been completed. Any exceptions noted shall be submitted to the CONSULTANT and the CITY in writing prior to final payment to the Contractor.

3.2 the CONSULTANT'S INSPECTOR shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by both the CONSULTANT and the CITY. The CONSULTANT'S INSPECTOR shall not exceed the limitations of the CONSULTANT'S authority as set forth in the agreement by and between the CONSULTANT and the CITY or as set forth in the Contract Documents. The CONSULTANT'S INSPECTOR shall not undertake any of the responsibilities or

duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The CONSULTANT'S INSPECTOR shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. It is expressly agreed and understood that the duties and responsibilities of the consultant shall in no manner whatsoever be diminished, released, discharged, or waived as a result of any performance (or lack thereof) by the consultant's inspector.

3.3 The Services of the CONSULTANT'S INSPECTOR shall include:

A. Part-time services of the CONSULTANT'S INSPECTOR through the duration of the project. Services shall be coordinated with the CONTRACTOR'S schedule and work to observe key activities, progress, and all required inspections and tests within budgeted resources.

B. Construction Phase duration is approximately 120 calendar days for Pre-Construction requirements (Notice of Commencement to Notice to Proceed to the CONTRACTOR), 365 calendar days from the effective Notice to Proceed to the CONTRACTOR to Substantial Completion, and 90 calendar days from Substantial Completion to Final Completion.

C. For construction administration services, the CONSULTANT will work closely with the CITY and provide full-time site inspection services. It is anticipated that the CONSULTANT'S INSPECTOR will be on-site, each week, for an average of thirty-five (35) hours per week from the CONTRACTOR's Notice to Proceed to Final Completion.

D. The CONSULTANT'S INSPECTOR shall coordinate the activities of outside material testing, laboratory, and analytical services for specialized testing engaged by the CITY. The CITY shall pay for these specialized services.

ASSUMPTIONS AND EXCLUSIONS:

1. It is assumed that services shall be provided for a total of 575 calendar days. A 120-calendar day period for Pre-Construction requirements shall be required from the Notice of Commencement to the Contractor to the Notice to Proceed; a 365-calendar day construction period from the Notice to Proceed to Substantial Completion, and a 90-calendar day construction period for Final Completion.

2. Meetings during construction with the CITY, the CONTRACTOR, and others, are assumed to be weekly for the first month, bi-weekly thereafter, for a total of up to twenty four (24) meetings, up to five (5) specialty meetings with outside entities and agencies, plus two (2) final inspection/project close-out meetings to review the progress of the Project and final close-out documents.

3. This Task Order excludes third-party litigation services or expert witness services if required for any third-party request.

4. Material testing is not anticipated to be performed under this project by CM or Engineer. Contractor is expected to perform all testing. If third-party testing is deemed necessary, the services will be provided and compensated under a scope amendment with the City.

City's Initials ____ Consultant's Initials ____

EXHIBIT "2"

PROJECT SCHEDULE

Milestone Description	**Due Date**	**Total Duration (Days)**
Pre-Construction Activities Notice of Commencement	120 days prior to Notice to Proceed (NTP)	120
Contractor's Notice to Proceed (NTP)	NTP	120
Substantial Completion (365 Days)	NTP + 365	485
Final Completion and Acceptance (60 Days)	Substantial Completion + 90	575

City's Initials ____ Consultant's Initials ____

CITY OF SUNRISE

Memorandum

To: File

From: Earl Prizlee, P.E. Capital Projects Director EPP

Date: January 13, 2026

Re: Basis & Justification for Consultant Selection for Professional Stantec Consulting Services Inc. Construction Management Services for the East Sunrise Watermain Improvements Phase 2 Project

The Utilities Department assigned professional engineering design services to Stantec Consulting Services Inc (Stantec) for assistance with construction management services for the East Sunrise Watermain Improvements Phase 2 Project.

Basis

The East Sunrise Watermain Improvements Phase 2 project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for construction management services.

Justification

Stantec has completed the design for the East Sunrise Watermain Improvements Phase 2 project and provided the City a reasonable proposal for the construction management services related to this project and is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4P **Meeting Date:** 2/24/2026

City Reference Number (C#): C26030

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-26-009-HS Sawgrass WWTP Injection Well No.3 Cleaning Engineering Assistance"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.503141 - Engineering

Amount:
$36,333.00

ATTACHMENTS:

ATY Resolution - C26030

Project Agreement PA-26-009-HS
Basis and Justification Memorandum

Background:
The City of Sunrise, Utilities Department operates three Class I injection wells at the Sawgrass Wastewater Treatment Plant (WWTP). A mechanical integrity test (MIT) is required to be performed on the injection wells at least once every five years. During the most recent MIT in 2023, buildup on the inside of the steel casing of each of these injection wells was observed. The buildup appeared to be heaviest on the casing in Injection Well 3 (IW-3). During the pressure testing portion of the MIT, the contractor had trouble maintaining a downhole packer seal while trying to perform the MIT pressure test. Eventually, the pressure test was performed successfully. However, an inability to pressure test the injection well would jeopardize the use of the well, which is a vital component of the disposal system. To proactively address potential operational and testing issues related to the casing buildup, the City is rehabilitating the well prior to the next MIT.

The Utilities Department hired a licensed contractor to perform a maintenance project to clean the inside of IW-3 from land surface to the bottom of the 24-inch diameter steel casing. This work will be performed in conjunction with the FDEP injection well operating permit. In order to provide engineering, regulatory compliance, and field inspection services, staff developed Project Agreement PA-009-HS with Hazen and Sawyer P.C., one of the City's water, wastewater, reuse, and natural gas continuing services consultants, for engineering services.

Staff negotiated a fee that is fair and reasonable for the scope and complexity of the work with Hazen and Saywer P.C., and these funds are currently budgeted for completing this work this fiscal year.

This project agreement is consistent with Item Number 30 in Exhibit 'A' Scope of Services of the 2021 Continuing Services Agreement with Hazen and Sawyer P.C., for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wilhelmina Montero Phone: 954-888-6058

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 "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER: PA-26-009-HS SAWGRASS WWTP INJECTION WELL NO. 3 CLEANING ENGINEERING ASSISTANCE"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise operates three injection wells at the Sawgrass Wastewater Treatment Plant. A mechanical integrity test (MIT) is required to be performed on the injection wells at least once every five years. During the most recent MIT in 2023, buildup was observed on the inside of the steel casing of the injection wells; and

WHEREAS, to address potential operational and testing issues related to the casing buildup, the Utilities Department hired a licensed contractor to perform a maintenance project to clean the inside of Injection Well 3 (Project); and

WHEREAS, the City requires a qualified professional engineering firm to provide engineering, regulatory compliance, and field inspection services for the Project; and

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

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

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-26-009-HS Sawgrass WWTP Injection Well No. 3 Cleaning Engineering Assistance" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-26-009-HS

Sawgrass WWTP Injection Well No.3 Cleaning Engineering Assistance

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and **Hazen and Sawyer, P.C.** ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated **May 11, 2021**, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated **May 11, 2021**, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS - NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS - NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS - NOT USED

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% testing documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION - NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the

event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notice to Proceed and the fully executed Purchase Order, the Consultant shall commence services to the City on the Notice to Proceed Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1 – Task 1- Engineering Assistance and Regulatory Compliance …….$100.00

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional

compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

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

NAME	FUNCTION
Patricia Carney, PE	Company Officer
Gerrit Bulman, PG	Technical Expert
Michael Wengrenovich, PE	Technical Expert
Angela Giuliano, PG	Principal Professional
Ryan Kleinkort	Assistant Professional
Terry Bocas	Senior Designer
Teresa McNally	Senior Administrator

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

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

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $36,333 based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

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

Task 1	Engineering Assistance and Regulatory Compliance	$31,333	86.2%
Task 2	Additional Engineering Services	$5,000	13.8%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES – NOT USED

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **300 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.3 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.4 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

____ day of _____, 2026.

AUTHENTICATE:

_____
Vice President

Robert B. Taylor, Jr., PE
Senior Vice President

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

Project Description

The City of Sunrise (City) operates three Class I injection wells at the Sawgrass Wastewater Treatment Plant (WWTP). A mechanical integrity test (MIT) is required to be performed on the injection wells at least once every five years. During the most recent MIT in 2023, buildup on the inside of the steel casing of each of these injection wells was observed. The buildup appeared to be heaviest on the casing in Injection Well 3 (IW-3). During the pressure testing portion of the MIT, the well drilling contractor had trouble maintaining a downhole packer seal while trying to perform the MIT pressure test. Eventually, that contractor was able to successfully perform the pressure test. An inability to pressure test the injection well would jeopardize the use of the well, which is an important component of the treatment process. To proactively address potential operational and testing issues related to the casing buildup, the City is rehabilitating the well prior to the next MIT.

The City has elected to have All Webbs Enterprises, a licensed water well drilling contractor (Contractor), to perform a maintenance project to clean the inside of the injection well from land surface to the bottom of the 24-inch diameter steel casing. This work will be performed in conjunction with the FDEP injection well operating permit.

The City has requested assistance from Hazen and Sawyer, P.C. (Consultant) with this project. The following tasks have been identified to be performed during this maintenance project. Since there is some degree of uncertainty, included in this project is a task for additional services that might be needed, if authorized by the City. The following tasks are included in this project.

Task 1 – Engineering Assistance and Regulatory Compliance

Consultant shall review the plan developed for the project. Consultant shall prepare a signed and sealed notification of the plan, including figures, to the Florida Department of Environmental Protection (FDEP) for approval. Consultant shall respond to request for additional information (RAI) from FDEP.

Consultant shall conduct a preconstruction meeting with City and Contractor to coordinate the performance of the tests between plant operation staff and the Contractor. Consultant shall also coordinate the work and schedule witness testing with FDEP (if required by FDEP).

Consultant shall evaluate well performance (pre-cleaning). Evaluation shall include a review of injection well flows and pressures of IW-3.

Consultant shall provide the services of an engineer or geologist during field testing. Services shall be provided to witness certain testing, review the field results, and provide recommendations as required.

Consultant shall witness video logging and caliper logging (pre-cleaning) of the well and provide interpretation.

The Contractor will brush the inside of the casing, which will be witnessed by the Consultant.

Consultant shall witness video logging and caliper logging (post-cleaning) of the well and provide interpretation.

Consultant shall prepare a summary report for FDEP review. Consultant shall respond to an RAI from FDEP. Report shall be submitted to FDEP within 30 days of the completion of the maintenance activities.

Task 2 – Additional Engineering Services

Consultant shall provide additional engineering services to the City, at the City's discretion, through this task. Consultant will provide a schedule and budget breakdown for approval by the City prior to authorization of work under this task. Services could include additional geophysical logging review, providing additional information requested by FDEP, or providing additional engineering services.

Deliverables

Consultant shall submit the following deliverables to the City for injection well IW-3.

- Submit to the City for review a draft of the notification letter to FDEP.
- Submit notification letter to FDEP.
- Submit to the City for review a draft completion letter report prior to submitting to FDEP.
- Submit completion letter report to FDEP.
- Respond to FDEP RAI, if necessary.

Assumptions

- City will provide injection well SCADA data in Excel format for review.
- City shall provide contract documents of the agreement the City has with the Contractor.
- It is understood that the number of RAIs generated by FDEP is not under the control of either the City or the Consultant. Response to FDEP RAIs is limited to questions associated with the maintenance contract of the injection wells.
- Consultant shall respond to RAIs to FDEP in a timely manner. It is anticipated that there will be only one RAI each for the notification letter and the completion letter.
- The scope of services does not include any activities associated with other injection wells or dual zone monitoring wells at the Sawgrass Water Treatment Plant.

EXHIBIT "2"

PROJECT SCHEDULE

The project will be based on the witnessing of the Contractor's maintenance tasks. To allow for this, it is assumed that the overall project will be completed within 180 days following Notice to Proceed. The completion report shall be submitted to FDEP within 30 days of the completion of the contractor's maintenance tasks.

Task / Description	Task Completion in Days Following Notice to Proceed
Task 1 – Engineering Assistance and Regulatory Compliance	180
Task 2 – Additional Engineering Services	180

CITY OF SUNRISE

Memorandum

To: File

From: Sangeeta Dhulashia, P.E., Deputy Director of Utilities SD

Date: January 28, 2026

Re: Basis & Justification for Consultant Selection for Professional Engineering Services for Sawgrass Wastewater Treatment Plant Injection Well No.3 Cleaning Engineering Assistance

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The Utilities Department (Department) assigned engineering professional services to Hazen and Sawyer P.C. to provide regulatory and compliance assistance for the Cleaning of the Sawgrass WWTP Injection Well No.3.

Basis

The City of Sunrise operates three Class I injection wells at the Sawgrass Wastewater Treatment Plant (WWTP). A mechanical integrity test (MIT) is required to be performed on the injection wells at least once every five years. During the most recent MIT in 2023, buildup on the inside of the steel casing of each of these injection wells was observed. The buildup appeared to be heaviest on the casing in Injection Well 3 (IW-3). During the pressure testing portion of the MIT, the contractor had trouble maintaining a downhole packer seal while trying to perform the MIT pressure test. Eventually, the pressure test was performed successfully. However, an inability to pressure test the injection well would jeopardize the use of the well, which is a vital component of the WWTP disposal system. To proactively address potential operational and testing issues related to the casing buildup, the Department is rehabilitating the well prior to the next MIT.

The Department has hired a licensed contractor to perform a maintenance project to clean the inside of IW-3 from land surface to the bottom of the 24-inch diameter steel casing. This work will be performed in conjunction with the FDEP injection well operating permit. The City has requested Hazen and Sawyer, P.C., to provide engineering, regulatory compliance, and field inspection assistance for this project.

Justification

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

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4Q **Meeting Date:** 2/24/2026

City Reference Number (C#): C26035

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 25-53-04-CM for the Sawgrass Wastewater Treatment Plant Biosolids Odor Control Improvements Project to RF Environmental Services, Inc.; approving Contract No. C 25-53-04-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

402.66.70.535.506510 - Construction
Project 5183SG - Sawgrass WWTP Biosolids Odor Control Improvements

Amount:

Total Bid: $5,113,228.00
($4,554,113.00 (Base Bid) + $559,115.00 (Bid Alternates))

ATTACHMENTS:

ATY Resolution - C26035
Tabulation
Sunbiz - RF Environmental Services, Inc.

Background:

The City of Sunrise, Utilities Department owns, operates, and maintains the Sawgrass Wastewater Treatment Plant (WWTP), with a permitted average daily flow capacity of 20 million gallons per day. This facility has an existing air scrubber system to control odors that are developed in sludge holding tanks, biosolids dewatering, and truck loading bays. This system is approximately twenty-three years old, has reached its useful life, and is no longer functioning efficiently.

On July 13, 2021 the City Commission approved Project Agreement 21-010-HS and Resolution 21-46-21-B with Hazen and Sawyer, P.C. (Hazen) to prepare a Basis of Design Report (BODR) to evaluate odor control system alternatives to treat foul air from the sludge holding tanks and outdoor truck storage area to minimize the potential for offsite nuisance odor complaints from existing and future development in the vicinity of the Sawgrass WWTP.

On September 12, 2023, City Commission approved Project Agreement 26-007-HS and Resolution 21-46-23-F with Hazen for the design, permitting, and bidding services for the Sawgrass WWTP Biosolids Odor Control Improvement project, which implemented the recommendations of the BODR.

The Utilities Department requires a qualified contractor to perform construction services for the Sawgrass WWTP Biosolids Odor Control Improvements project. The scope of work consists of, but not limited to, the following:

- Sludge Holding Tanks: Demolition of existing drop pipe aeration mixing system; installation of coarse bubble wideband diffusers and associated appurtenances; demolition of two raised, corrugated aluminum covers; installation of four flat aluminum walk on covers, instrumentation for sludge level, and process air flow monitoring.
- Vapor Phase Odor Control System: Demolition of the existing biosolids odor control system; installation of a dry media adsorption (activated carbon) odor control system and associated appurtenances for treating foul air from the four existing sludge holding tanks.
- Liquid Phase Odor Control System: Installation of fabric awning canopy system and associated appurtenances to cover the existing VX-456 liquid phase treatment, chemical storage tanks, metering pumps, instrumentation equipment and control panels.
- Truck Loading/Storage Area: Provide spray gel application system.

In addition, Utilities staff included three alternate bid items to this solicitation:

- Sludge holding tank interior coatings: This unit price bid alternate covers the supply and application of coatings, as needed, inside the sludge holding tanks. This item was placed as a bid alternate due to the unknown condition of the interior of the tanks. Once the contractor empties the tanks and starts performing the work the extent of interior coating will be determined. The contractor will be paid on a per square foot of coating unit price.
- Removal and disposal of grit from sludge holding tanks: This unit price bid alternate includes removing grit, sand, grease, and any other disposable material from inside the tanks. This

item was placed as a bid alternate due to the unknown volume of disposable material that may be in the tanks. Once the contractor empties the tanks the extent of the material to be removed will be determined. The contractor will be paid on a cubic yard unit price.

- Chemical injection point: This lump sum bid alternate provides for a new chemical injection point. This item was placed as a bid alternate via an addendum during bidding after Plant Operations recently determined that the injection point needs to be relocated to allow for proper injection of the odor control.

On September 29, 2025, Bid No. 25-53-04-CM was issued for this project. A mandatory pre-bid meeting with a site visit was conducted on October 10, 2025, with four prospective bidders in attendance. To ensure sufficient competition, a second mandatory pre-bid meeting was held on October 22, 2025, and two additional bidders attended. The bid opening took place on November 24, 2025, and two bids were received.

Following the evaluation by the Purchasing Office, Utilities Department, and Hazen, it is recommended to award the contract to the lowest responsive and responsible bidder, RF Environmental Services, Inc. (RF Environmental).

RF Environmental's base bid was 0.07% higher than the Engineer's Opinion of Probable Construction Cost (OPCC), while the second-lowest bidder submitted a base bid that was 14.73% higher than the OPCC. Hazen reviewed the bids in detail and determined that the pricing is reasonable under current market conditions. Staff further concluded that it is in the City's best interest to include all alternate bid items in the award.

In addition, staff received confirmation of pricing and an extension of the bid validity period from RF Environmental. All references were favorable for RF Environmental's performance on other projects of similar type and scale with other entities. Additionally, RF Environmental has performed favorably on a recent contract with the City, satisfactorily completing the Sawgrass WWTP RAS & WAS Pump Replacement project.

Staff is requesting approval to award to RF Environmental Services, Inc. contingent on receipt of an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

The City did not receive responses from City of Sunrise vendors that could provide this service. A companion agenda item awarding a Project Agreement with Hazen for Construction Management Services is also being submitted for City Commission consideration at the February 24, 2026 City Commission Meeting.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Cheryl McCalla, CPPB, Procurement Specialist

Phone: 954-572-2204

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, AWARDING BID NO. 25-53-04-CM FOR THE SAWGRASS WASTEWATER TREATMENT PLANT BIOSOLIDS ODOR CONTROL IMPROVEMENTS PROJECT TO RF ENVIRONMENTAL SERVICES, INC.; APPROVING CONTRACT NO. C 25-53-04-CM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 25-53-04-CM for the Sawgrass Wastewater Treatment Plant Biosolids Odor Control Improvements Project to RF Environmental Services, Inc. is hereby approved in the total amount of $5,113,228.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: BID 25-53-04-CM

BID TITLE Sawgrass WWTP Biosolids Odor Control Improvements

OPENING DATE: November 24, 2025

TIME: 2:00 PM

COMPANY NAME	BASE BID OFFER (ITEMS 1-7)	ALTERNATE (ITEM 8)	ALTERNATE (ITEM 9)	ALTERNATE (ITEM 10)	ALTERNATE (ITEM 1-10)
RF Environmental Services, Inc.	$4,554,113.00	$264,475.00	$276,640.00	$18,000.00	$5,113,228.00
TLC Diversified, Inc.	$5,186,000.00	$178,800.00	$208,000.00	$15,000.00	$5,587,800.00

BID OPENED BY:
Cheryl McCalla, CPPB

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
RF ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number	P16000009528
FEI/EIN Number	81-1455710
Date Filed	01/28/2016
Effective Date	01/27/2016
State	FL
Status	ACTIVE

Principal Address

4840 NE 11th Ave
Oakland Park, FL 33334

Changed: 05/07/2021

Mailing Address

4840 NE 11th Ave
Oakland Park, FL 33334

Changed: 05/01/2019

Registered Agent Name & Address

BUCKLEY, THADDEUS R
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Officer/Director Detail

Name & Address

Title DIRECTOR, SECRETARY, TREASURER

BUCKLEY, KATHERINE M
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Title DIRECTOR, PRESIDENT

BUCKLEY, THADDEUS R
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Annual Reports

Report Year	Filed Date
2023	05/01/2023
2024	02/14/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
02/14/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
06/02/2022 -- ANNUAL REPORT	View image in PDF format
05/07/2021 -- ANNUAL REPORT	View image in PDF format
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05/01/2019 -- ANNUAL REPORT	View image in PDF format
09/10/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4R **Meeting Date:** 2/24/2026

City Reference Number (C#): C26041

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-007-HS Sawgrass WWTP Biosolids Odor Control Improvements Construction Management Services (CMS)" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

465.66.70.535.506510 - Construction
Project 5183SG - Sawgrass WWTP Biosolids Odor Control Improvements

Amount:

$383,235.00

ATTACHMENTS:

ATY Resolution - C26041
Project Agreement
Basis and Justification Memo

Background:

The City of Sunrise, Utilities Department owns, operates, and maintains the Sawgrass Wastewater Treatment Plant (WWTP), with a permitted average daily flow capacity of 20 million gallons per day. This facility has an existing air scrubber system to control odors that are developed in sludge holding tanks, biosolids dewatering, and truck loading bays. This system is approximately twenty-three years old, has reached its useful life, and is no longer functioning efficiently.

On July 13, 2021 the City Commission approved Project Agreement 21-010-HS and Resolution 21-46-21-B with Hazen and Sawyer, P.C. (Hazen) to prepare a Basis of Design Report (BODR) to evaluate odor control system alternatives to treat foul air from the sludge holding tanks and outdoor truck storage area to minimize the potential for offsite nuisance odor complaints from existing and future development in the vicinity of the Sawgrass WWTP.

On September 12, 2023, City Commission approved Project Agreement 26-007-HS and Resolution 21-46-23-F with Hazen for the design, permitting, and bidding services for the Sawgrass WWTP Biosolids Odor Control Improvement project, which implemented the recommendations of the BODR, including replacing the existing odor control system with a new dry media adsorption system for the vapor phase odor of the sludge holding tanks, providing a canopy for the existing liquid phase treatment equipment, providing covers for the sludge holding tanks, and providing an access platform to apply a spray gel system to hauling trucks carrying dewatered sludge cake.

On September 29, 2025, Bid No. 25-53-04-CM was issued for this project. Following the evaluation by the Purchasing Office, Utilities Department, and Hazen, it was recommended to award the contract to the lowest responsive and responsible bidder, RF Environmental Services, Inc. There is a separate Agenda Item on the February 24, 2026, City Commission Meeting to award this construction contract.

As the project transitions into the construction phase, the Utilities Department developed Project Agreement PA-26-007-HS with Hazen, to provide construction management services (CMS), including construction contract administration, inspection services and engineering certifications by staff experienced in the discipline fields that correspond to the project.

Staff negotiated a fee for these professional services with Hazen, that is considered fair and reasonable for the scope and complexity of the work.

This project agreement is consistent with Item Number 3 in Exhibit ‘A’ Scope of Services of the 2021 Continuing Services Agreement with Hazen and Sawyer, P.C. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

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 "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NO. PA-26-007-HS SAWGRASS WWTP BIOSOLIDS ODOR CONTROL IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES (CMS)"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide construction management services for the Sawgrass Wastewater Treatment Plant Biosolids Odor Control Improvements Project; and

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

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

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-007-HS Sawgrass WWTP Biosolids Odor Control Improvements Construction Management Services (CMS)" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project agreement No. PA-26-007-HS

Sawgrass WWTP Biosolids Odor Control Improvements Construction Management Services (CMS)

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated **May 11, 2021,** this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 11, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS – NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.5 ONE HUNDRED PERCENT DOCUMENTS – NOT USED

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

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

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

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

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that

the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and

shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: ..... (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, and not unreasonably withheld. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

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

NAME	FUNCTION
Patricia Carney, PE	Company Officer
Kurt Pfeffer, PE	Technical Expert
Shajan Joykutty, PE	Technical Expert
Eric Stanley, PE	Senior Principal Professional
Ryan McKenna, PE	Supervising Professional
Anthony Niemiec, Jr., PE	Supervising Professional
Alfredo Jimenez	Senior Professional
Jose Cano, PE	Senior Professional
Casey Andersen, PE	Professional
Emma Johnson, PE	Professional
Fabiana Gonzalez, EI	Assistant Professional
Carlton Ivery	Senior Inspector
Elisandro Elias	Senior Designer
Teresa McNally	Senior Administrator

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents 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 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 20% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed **$383,235.00** based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Task 1 – Construction Administrative Services	$158,219.00	48.7%
Task 2 – Field Observation Services	$162,862.00	41.5%
Task 3 – Project Closeout Services	$62,154.00	9.8%
Total	$383,235.00	100%

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

See EXHIBIT “B” Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT “E” of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT “E” of the Continuing Services Agreement and EXHIBIT “2” of this Agreement.

6.2 REIMBURSABLE EXPENSES – NOT USED

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **730 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City’s City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days’ written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this

Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

Hazen and Sawyer, P.C.

By: _____
Patricia A. Carney, P.E.
Vice President

____ day of _____, 2026

AUTHENTICATE:

_____
Signature

Robert B. Taylor, Jr., P.E.
Senior Vice President

(CORPORATE SEAL)

WITNESSES:

_____

_____

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

EXHIBIT "1"

SCOPE OF SERVICES

Sawgrass WWTP Biosolids Odor Control System Improvements CMS

BACKGROUND

The existing odor control facilities at the biosolids area are comprised of two major parts. First, a two-stage chemical scrubber treats odors from two of the four existing sludge holding tanks. The chemical scrubber is rated for approximately 7,500 cubic feet per minute. Currently, only one of the two stages of the chemical scrubber is in operation and some of the equipment has reached the end of its useful life. The second part of the biosolids odor control system is a proprietary chemical dosing system, utilizing VX-456, that is injected into the feed sludge to the dewatering centrifuges. VX-456 is a mixed oxidant solution designed to react rapidly with sulfides and other odor-causing compounded for a period up to 72 hours. This system was installed with dewatering centrifuges in 2012. The City has expressed concerns regarding the outdoor exposure of the system. Hazen and Sawyer, P.C. (Consultant) evaluated and recommended odor control options, sludge tank covers, and aeration systems in a Basis of Design Report (BODR) to address the City's concerns. Consultant recently completed the design of these recommendations which are summarized below:

Vapor Phase Odor Control System

- Provide a dry media adsorption (activated carbon) odor control system design for treating foul air from the four (4) existing thickened sludge holding tanks.

Liquid Phase Odor Control Cover System

- Provide canopy design for the existing liquid phase treatment, chemical storage tanks, metering pumps, instrumentation equipment and control panels.

Sludge Holding Tank Area

- Demolish existing mixing system and provide design for conversion to coarse bubble wide band diffusers for four (4) existing sludge holding tanks.
- Demolish existing tank cover for two (2) sludge holding tanks. Provide Hallsten Corporation flat tank covers for four (4) existing sludge holding tanks.

Truck Loading/Storage Area

- Provide odor control facilities for dewatered sludge cake within sludge hauling trucks at the outdoor truck storage area. These facilities are anticipated to include a spray-applied gel system and access platform for application of product to the sludge surface within the trucks.

This Project Agreement provides the following:

- Construction Administration Services
    - Assistance to Contractor for procuring agency permits and approvals
    - Office services to facilitate communication and coordination between project stakeholders

- A preconstruction conference, including preparation of agenda and minutes
- Monthly Construction progress review meetings with the Contractor to address schedule and coordination items, including preparation of agendas and minutes
- Construction Administration efforts including submittal reviews such as shop drawings, operation and maintenance manuals, warrantees, and project samples
- Requests for Information (RFIs) and contract interpretations/change management
- Review and approval of Payment Applications based on Engineer's observations of work completed

- Field Observation Activities
  - Consultant will perform limited on-site observations of the work
  - Consultant will perform specialty inspections as well as special inspection services required by Florida Building Code (FBC).
  - Consultant will provide engineering assistance during commissioning of the work.
- Project Close Out Activities
  - Develop punch lists with assistance from City staff, including one walk through each to verify substantial and final completion
  - Certification of final construction to appropriate jurisdictional agencies
  - Assistance to Contractor to procure final approval from City of Sunrise Community Development Department (CDD) – Building
  - Completion of record drawings

The following construction periods are anticipated for this project:

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

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

Task 1 – Construction Administration Services

1.01 Assistance to Contractor for Procuring Agency Permits and Approvals: Consultant shall provide assistance to the Contractor for procuring permits with City of Sunrise Community Development Department (CDD – Building) and Broward County (BC) Environmental Permitting Division (EPD). Consultant shall also compile, stamp, and package the appropriate submittals in the approved format for CDD – Building and BC EPD Environmental Review. Consultant shall respond to requests for additional information from agencies having jurisdiction.

1.02 Representation of the City: The Consultant shall represent the City during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the City to the Contractor shall be communicated through the Consultant unless the City directs otherwise. The Consultant shall act on behalf of the City only to the extent provided in the Project Agreement and in the Contract for Construction. The Consultant shall perform the duties, obligations and responsibilities of the Consultant as set forth in the Contract for Construction to be executed by and between the City and a General Contractor. The Consultant herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.

1.03 Construction Meetings**:** Consultant shall conduct virtual preconstruction conference and in-person monthly progress meetings (unless otherwise noted) with the Construction Contractor and the City to review project status and identify issues that may affect the project schedule. Consultant shall provide City with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs. A summary of the meetings provided under this Contract is shown below:

- One (1) preconstruction kickoff meeting
- Twelve (12) construction progress meetings (virtual)

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

1.05 Contract Interpretations and Clarifications**:** Consultant shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. Non-technical administrative interpretations shall be provided by City. This activity includes a total of 15 requests for information to be reviewed and responded to by the Consultant.

1.06 Shop Drawings**:** Consultant shall log, track, review and process shop drawings, and any other submittals which the Construction Contractor is required to submit. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This contract assumes

the review of approximately seventy-two (70) shop drawing submittals inclusive of potential resubmittals.

1.07 Change Orders/Allowance Authorizations**:** Consultant shall develop/issue requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by City after the project bid date and processed as Change Orders, Allowance Authorizations or Field Orders. Consultant shall evaluate the impact of the change request in terms of project cost and schedule. Consultant shall prepare a recommendation of the change request and if accepted, a statement noting that the requested cost/schedule impacts are fair and reasonable. Consultant's analysis of the change request shall be forwarded to City for processing within five business days. It is noted that Consultant's Scope of Services does not include claims analysis or litigation support. This Contract assumes up to three (3) change orders through construction.

Task 2 - Field Observation Services

2.01 Inspection of the Work and Testing: The Consultant shall provide an inspector that will perform limited field observation services of the proposed Work on a basis not to exceed an average of (12) hours per week for 12 months of construction.

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

- Attend a pre-construction conference, construction progress meeting and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Prepare and submit inspection reports and project photographs to the City, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.

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

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

2.04 Engineering Assistance During Startup: Prior to substantial completion of the work, Consultant will assist the Contractor and City with commissioning of the startup of the Biosolids Odor Control and Sludge Holding Tank Mixing Systems.

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

Task 3 – Project Closeout Services

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

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

- Florida Department of Environmental Protection (FDEP)
  - Form 62-620-910 (12) – Notification of Completion of Construction for Wastewater Facilities or Activities
  - Form 62-620-910 (13) – Notification of Availability of Record Drawings and Operation and Maintenance Manuals

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

3.04 Project Operation and Maintenance Manuals: The Consultant will log, track, review, and process manufacturer operation and maintenance manuals from the Contractor, ensuring compliance with Construction Contract Documents. Draft operation and maintenance manuals excluding startup reports, certifications, and warranties are submitted for initial

review. After the remaining required documentation is provided by the Contractor, final manuals are reviewed and approved for printing.

3.05 Updates to Sawgrass WWTP Operation and Maintenance (O&M) Manual: The Consultant shall update the City's WWTP O&M applicable sections based on the equipment supplied in this contract. The City shall provide the Consultant with the WWTP Operation & Maintenance manual in Microsoft word format.

The WWTP O&M sections/figures listed below are anticipated to be updated for this project.

- Section 7.1 to include New Air Quality Control System
- Section 7.1 to include Sludge Holding Tank Mixing System/Covers
- Include Figures for Sludge Holding Tank Mixing System/Covers
- Section 9.2 - Biosolids Air Quality Control System
- Figure No. 9.2-1, Solids Handling Air Scrubber Plan
- Figure No. 9.2-2, Solids Handling Foul Air Scrubber Sections

KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The Consultant shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto.
4. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract Documents.
5. Fees for legal assistance are specifically excluded.
6. Notwithstanding the terms and conditions of the Project Agreement, the Consultant's Responsibilities shall be solely as detailed in the Scope of Services.
7. The City will pay all permitting and certification fees required.
8. Consultant shall not be responsible for payment of any testing fees required by the Contract Documents.
9. Consultant's scope of services does not include claims analysis or litigation support.
10. An Inspector will not be provided by the City. Consultant's inspector will support this project with an average of 12 inspection hours per week. Additionally, the same Consultant inspector will facilitate and provide inspection services to two (2) other concurrent Consultant construction projects at Sawgrass Wastewater Treatment Plant (WWTP). The estimated average inspection hours per week allocated to each contract are detailed below:
    a. **Sawgrass WWTP Biosolids Odor Control Improvements – 12 hours/week**
    b. Sawgrass WWTP Headworks Influent Piping Improvements – 16 hours/week
    c. Sawgrass WWTP DAFT Thickener Improvements Phase 1 – 12 hours/week

    A concurrent construction duration of 12 months is assumed for each contract.

11. Consultant may submit a request for additional compensation to the City for review and approval based on actual inspection efforts performed between the Contractors' dates for Notice to Proceed and Substantial Completion.

DELIVERABLES

Task	Task Description	Deliverable
1	**Services During Construction**	
	Assistance to Contractor for Procuring Agency Permits and Approvals	Submittals, Review Comments and Approvals
	Representation of the City	Serve as Liaison between City, CONTRACTOR and Agencies having jurisdiction over the project
	Construction Meetings	Agendas, meeting attendance and minutes, review of Schedules and Meeting Coordination Items
	Pay Requests	Review of Applications for Payment as compared to Schedule of Values
	Contract Interpretations and Clarifications	Prepare and Issue Interpretations and Clarifications to Contract Documents
	Shop Drawings	Coordination and Processing of Submittals
	Change Orders	Review, Advise and Process Change Orders
2	**Field Observation Services**	
	Part-Time On-Site Observations of Work	Observation reports
	Specialty Inspections	Observation reports
	Special Inspector Services	Signed and Sealed form as required by the FBC
	Engineering Assistant During Startup	Coordination/Assistance with Startup Activities
3	**Project Closeout**	
	Punch List	Substantial and Final Completion walk throughs with Punch Lists
	Project Certifications	Close out Certifications with Agencies having jurisdiction
	Record Drawings	Certification of Record Drawings
	Project Operation and Maintenance Manuals	Final O&Ms in Electronic PDF Format (Contractor provides hard copies)
	Updates to Sawgrass WWTP Operation and Maintenance Manual	Updated sections of O&M Manual in word format

EXHIBIT "2"

PROJECT SCHEDULE

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

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

CITY OF SUNRISE

Memorandum

To: File

From: Earl Prizlee, P.E. Capital Projects Director EPP

Date: February 10, 2026

Re: Basis & Justification for Consultant Selection for Professional Hazen and Sawyer, P.C. Construction Management Services for the Sawgrass WWTP Biosolids Odor Control Improvements Project

The Utilities Department assigned professional engineering services to Hazen and Sawyer, P.C. (Hazen) for assistance with construction management services for the Sawgrass WWTP Biosolids Odor Control Improvements Phase 2 Project.

Basis

The Sawgrass WWTP Biosolids Odor Control Improvements project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for construction management services.

Justification

Hazen has completed the design for the Sawgrass WWTP Biosolids Odor Control Improvement project and provided the City a reasonable proposal for these design services. Hazen is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Amendment

Item Number: 4S **Meeting Date:** 2/24/2026

City Reference Number (C#): C26043

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida and Stantec Consulting Services Inc."; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various departmental accounts

Amount:
Not to exceed budgeted funds for FY 2025/2026
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C26043

Third Amendment
Second Amendment
First Amendment
Resolution 19-137
Continuing Services Agreement
Resolution 21-47
Sunbiz - Stantec Consulting Services Inc.

Background:

On May 7, 2021, a Continuing Services Agreement (CSA) was entered into between City of Sunrise and Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering Continuing Services Agreement via Resolution 21-47. On September 29, 2022, a First Amendment to the CSA was approved and executed to add mandatory statutory provisions in accordance with Florida Statutes as authorized and delegated to the Procurement Manager via Resolution 19-137. On December 20, 2023, a Second Amendment to the CSA was approved and executed to add additional mandatory statutory provisions in accordance with Florida Statutes as authorized and delegated to the Procurement Manager via Resolution 19-137.

Stantec Consulting Services, Inc. has now submitted a request for a rate adjustment, as permitted under the terms and conditions of the CSA. Per Exhibit B of the Agreement:

- *Hourly rates may be adjusted annually after the first full year of this Agreement, if authorized by the City. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.*

Additionally, Section 2.5 of the Agreement requires that Amendments be approved by the City Commission. As such, Staff is requesting the City Commission approve a "Third Amendment between the City of Sunrise and Stantec Consulting Services, Inc." to increase hourly rates by 5% and authorize the Procurement Manager or designee to execute the Third Amendment.

Since the CSA's original execution in May of 2021, Stantec Consulting Services, Inc. has not requested a prior rate increase and the Consumer Price Increase (CPI) has increased by approximately 25%. Stantec Consulting Services, Inc. has been the Engineer of Record for several City of Sunrise projects and Staff is satisfied with the performance under this Continuing Services Agreement.

Commission approval is requested to allow the Third Amendment to the CSA to be approved by the Procurement Manager or authorized designee.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Lorraine Vanella Phone: 954-572-2320

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 "THIRD AMENDMENT TO CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE, FLORIDA AND STANTEC CONSULTING SERVICES INC."; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7, 2021, via Resolution No. 21-47, the Sunrise City Commission approved a Continuing Services Agreement (Agreement) between the City of Sunrise and Stantec Consulting Services, Inc. (Stantec) to provide water, wastewater, wastewater reuse, and natural gas utilities engineering consulting services; and

WHEREAS, on September 29, 2022, the parties entered into a First Amendment to the Agreement, which added mandatory Florida statutory provisions; and

WHEREAS, on December 20, 2023, the parties entered into a Second Amendment to the Agreement, which added mandatory Florida statutory provisions; and

WHEREAS, Stantec has requested a rate adjustment to increase its hourly rates by five percent (5%), pursuant to the terms of the Agreement; Stantec has not previously requested a rate increase under the Agreement; and

WHEREAS, City staff is satisfied with Stantec's performance under the Agreement and recommends approval of a Third Amendment to the Agreement to increase the hourly rates by five percent (5%).

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

Section 1. A "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida and Stantec Consulting Services Inc." (Third Amendment) is hereby approved. A copy of the Third Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to execute the Third Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

THIRD AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND STANTEC CONSULTING SERVICES INC.

This Amendment to Continuing Services Agreement (hereinafter referred to as the "Third Amendment") between the City of Sunrise and Stantec Consulting Services Inc. is made by and between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Contractor") this _____day of _____, 2026.

WHEREAS, the Continuing Services Agreement ("Agreement") was entered into between the parties on May 7, 2021 and as authorized under Resolution 21-47; and

WHEREAS, the First Amendment was entered into between the parties on September 29, 2022; and

WHEREAS, the Second Amendment was entered into between the parties on December 20, 2023; and

WHEREAS, the parties agree that an Amendment is necessary to revise Exhibit "B" - Hourly Rates to approve a rate increase adjustment in the amount of 5%.

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

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

2. Amendment to Contract.
   a) Exhibit "B" - Hourly Rates has been revised in its entirety and replaced with Exhibit "B" – Hourly Rates attached hereto.

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

4. 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 Third Amendment.

5. Effective Date. This Third Amendment shall be effective on the date this Third Amendment is fully executed.

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

IN WITNESS WHEREOF, the City and Stantec Consulting Services, Inc. have caused this Third Amendment to the Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: _____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

STANTEC CONSULTING SERVICES INCConsulting

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

The maximum raw salary rate is the maximum amount per hour the Consultant can bill the City for each individual employee category. If the raw salary of an employee is less than what is listed in Exhibit "B", then the Consultant can only bill up to that lesser amount. An employee's hourly rate will be calculated by multiplying the employee's raw salary rate by an overhead factor of 2.9. In the event the resulting number exceeds the maximum hourly rate for that employee category, then the maximum hourly rate will be used instead of the employee's hourly rate.

Employee Category	Maximum Raw Salary Rate	Overhead Factor	May 2021 Maximum Hourly Rate	**Amended 2026 Maximum Hourly Rate (+5%)**
Company Officer	$ 99.00	2.9	$ 287.10	$ 301.46
Technical Expert	$ 99.00	2.9	$ 287.10	$ 301.46
Senior Principal Professional	$ 86.00	2.9	$ 249.40	$ 261.87
Principal Professional	$ 75.00	2.9	$ 217.50	$ 228.38
Supervising Professional	$ 71.00	2.9	$ 205.90	$ 216.20
Senior Professional	$ 60.00	2.9	$ 174.00	$ 182.70
Professional	$ 52.00	2.9	$ 150.80	$ 158.34
Assistant Professional	$ 41.00	2.9	$ 118.90	$ 124.85
Associate Professional	$ 38.00	2.9	$ 110.20	$ 115.71
Senior Designer	$ 55.00	2.9	$ 159.50	$ 167.48
Designer	$ 36.00	2.9	$ 104.40	$ 109.62
Senior Technician	$ 46.00	2.9	$ 133.40	$ 140.07
Technician	$ 34.00	2.9	$ 98.60	$ 103.53
Senior Inspector	$ 51.00	2.9	$ 147.90	$ 155.30
Inspector	$ 41.00	2.9	$ 118.90	$ 124.85
Senior Administrator	$ 37.00	2.9	$ 107.30	$ 112.67
Administrative Assistant	$ 30.00	2.9	$ 87.00	$ 91.35
Secretarial	$ 25.00	2.9	$ 72.50	$ 76.13
Clerical	$ 22.00	2.9	$ 63.80	$ 66.99

Examples of Hourly Rate Computation:

Example 1: Professional - Employee Actual Raw Salary Rate = $42 / hour
Actual Raw Salary Rate of $42 < Maximum Raw Salary Rate of $52; therefore, use Actual Raw Salary Rate of $42.
Actual Raw Salary Rate x Overhead Factor = Hourly Rate
$42/hour x 2.90 = $121.80 Hourly Rate

Example 2: Professional - Employee Actual Raw Salary Rate = $53 / hour
Actual Raw Salary Rate of $53 > Maximum Raw Salary Rate of $52; therefore, use Maximum Raw Salary Rate of $52
Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
$52/hour x 2.90 = $150.80 Hourly Rate

CITY CLERK
CITY OF SUNRISE
2023 DEC 20 PM 3:51

SECOND AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
STANTEC CONSULTING SERVICES INC.
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This Second Amendment to Continuing Services Agreement (hereinafter referred to as the "Second Amendment") between the City of Sunrise and Stantec Consulting Services Inc. is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and STANTEC CONSULTING SERVICES INC., a Florida corporation (hereinafter referred to as "Consultant") this 20 day of December 2023.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 7, 2021 and was approved by Resolution No. 21-47; and

WHEREAS, a First Amendment to the Continuing Services Agreement was entered into between the parties on September 29, 2022; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida Legislature enacted revisions to Florida Statutes §287.135 regarding Scrutinized Companies which took effect November 13, 2023 and the parties desire to amend the Agreement to incorporate the new language.

WHEREAS, the Federal Government passed a law that prohibited certain telecommunication equipment from China and the parties desire to amend the Agreement to incorporate the new language; and

WHEREAS, the Florida Legislature enacted Florida Statutes §287.137 regarding Antitrust Violations which took effect July 1, 2023 and the parties desire to amend the Agreement to incorporate the new language.

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

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

2. Amendment to Agreement.
   a) Section 43 "Scrutinized Company" has been revised with the following language:

SECTION 43 SCRUTINIZED COMPANIES

43. Scrutinized Companies

i. 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.

ii. Pursuant to Section 287.135, in the event the Agreement 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.

iii. 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.

44. Section 46 "Prohibited Telecommunications Equipment" and Section 47 "Antitrust Violations" are hereby added to the Agreement with the following language:

SECTION 46 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

46. Prohibited Telecommunications Equipment

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.

SECTION 47 ANTITRUST VIOLATIONS

47. Antitrust Violations

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 Agreement, 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 Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

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

4. 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 Amendment.

5. Effective Date. This Second Amendment shall be effective on the date this Second Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City and Consultant have caused this Second Amendment to the Agreement to be executed effective as of the date indicated below.

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager
20 day of December, 2023.

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida:

By: _____
Kimberly A. Kisslan
City Attorney

STANTEC CONSULTING SERVICES INC.

BY: _____
Ramon Castella
Vice President

5th day of December, 2023.

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

CITY CLERK
CITY OF SUNRISE
2022 SEP 29 PM 4:33

FIRST AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
STANTEC CONSULTING SERVICES INC.
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This First Amendment to Continuing Services Agreement (hereinafter referred to as the "First Amendment") between the City of Sunrise and Stantec Consulting Services Inc. is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Stantec Consulting Services Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal place of business is 370 Interlocken Blvd., Suite 300, Broomfield, CO 80021 this 29 day of September 2022.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 7, 2021 and was approved by Resolution No. 21-47; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida Legislature enacted Florida Statutes §286.101 regarding Foreign Gifts and Contracts which took effect July 1, 2021 and the parties desire to amend the Agreement to incorporate the new language.

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

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

2. Amendment to Agreement. Section 45 "Foreign Gifts and Contracts" is hereby added to the Agreement with the following language:

SECTION 45 FOREIGN GIFTS AND CONTRACTS

45.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City

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

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

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

5. Effective Date. This First Amendment shall be effective on the date this First Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to the Agreement to be executed effective as of the date indicated below.

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager

29 day of September, 2022.

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida:

By: _____
Kimberly A. Kisslan
City Attorney

STANTEC CONSULTING SERVICES INC.

BY: _____
Ramon Castella
: Vice President

18 day of July, 2022.

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

CITY CLERK
CITY OF SUNRISE

19 SEP 17 AM 10:36

SUNRISE, FLORIDA

RESOLUTION NO. 19-137

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PROVIDING THAT WHEN THE CITY PROCURES GOODS OR SERVICES PURSUANT TO THE CITY'S CODE, CITY STAFF IS AUTHORIZED TO ADD PROVISIONS REQUIRED BY THE FLORIDA STATUTES WHEN EXTENDING, AMENDING OR RENEWING THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Code of Ordinances of the City of Sunrise, Florida (City's Code), City staff procures goods or services and enters into contracts, agreements, and purchase orders (collectively "Contracts") for the goods or services; and

WHEREAS, for purposes of this Resolution, Contracts do not include those items where the Florida Statutes require the item to be amended after notice or at a public hearing (e.g., Development Agreements) and Contracts which must be approved by ordinance pursuant to the City's Charter; and

WHEREAS, Florida law establishes certain statutory provisions that must be included in specified contracts at the time Contracts are executed or at the time a Contract is extended or renewed; and

WHEREAS, the Florida legislature may enact revisions to the statutory provisions and may pass new statutes that create additional statutory provisions; and

WHEREAS, the current and future statutory requirements are referred to as "statutory provisions;" and

WHEREAS, the City's resolutions and ordinances that approve City Contracts may authorize City staff to execute extensions and renewals, but often requires City staff to bring amendments to Contracts to the City Commission for approval; and

WHEREAS, the City wishes to facilitate and streamline the approval process for the execution of extensions, renewals and amendments that require statutory provisions.

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 adopted as the City's intent for this Resolution.

Section 2. Extension or Renewal. Where goods or services have been procured in accordance with the City's Code and City staff has been authorized to extend or renew the Contract, the authorized City staff is further authorized to amend the terms of the Contract in the extension or renewal by adding any updated statutory provisions required by the Florida Statutes without bringing the extension or renewal to Commission, upon the review and approval of the City Attorney. The authorized City staff who executes the extension or renewal shall provide the City Clerk with a copy of the extension or renewal.

Section 3. Amendment. Where goods or services have been procured in accordance with the City's Code and City staff has been authorized to amend the Contract, the authorized City staff is further authorized to include any updated statutory provisions required by the Florida Statutes in the amendment without bringing the amendment to Commission, upon the review and approval of the City Attorney. The authorized City staff who executes the amendment shall provide the City Clerk with a copy of the extension or renewal.

Section 4. Continuing Services Agreement. For continuing services agreements, where no staff has been authorized to amend the continuing services agreement before any extension or renewal, the Procurement Manager shall be authorized to execute an amendment to add any updated statutory provisions required by the Florida Statutes without bringing the amendment back to Commission, upon the review and approval of the City Attorney. The Procurement Manager shall provide the City Clerk with a copy of the amendment.

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

PASSED AND ADOPTED this 10TH DAY of SEPTEMBER, 2019.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2021 MAY -6 PM 2:55

SUNRISE, FLORIDA

RESOLUTION NO. 21-47

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES PROJECTS CONSULTANT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of six (6) qualified firms or individuals to provide water, wastewater, wastewater reuse and natural gas utilities projects consultant services; and

WHEREAS, on January 12, 2021 the City Commission approved Resolution No. 21-4 authorizing staff to negotiate Continuing Services Agreements (CSA's) and hourly rates with the top six (6) ranked firms resulting from Request for Qualifications (RFQ) 20-03-05-VH; and

WHEREAS, staff met with Stantec Consulting Services Inc. and agreed upon hourly rates that are fair, reasonable, and within industry standards; and

WHEREAS, the CSA establishes the terms and conditions for Project Agreements or proposals for specific projects or services.

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

Section 1. A "Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Consultant Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. Pursuant to Section 2.3 of the CSA, the City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed

$10,000. The City Manager and the Utilities Director shall provide the City Clerk with copies of their executed Letter Agreements.

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

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE • FLORIDA • CORPORATE SEAL 1961 A MUNICIPAL CORPORATION

MOTION: SCUOTTO
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency

~~Kimberly A. Kisslan~~
Thomas P. Moss
Deputy City Attorney

CITY CLERK
CITY OF SUNRISE
2021 MAY -7 PM 2:15

CONTINUING SERVICES

AGREEMENT

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES INC.

For

WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This Continuing Services Agreement (hereinafter referred to as the "Agreement") is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Stantec Consulting Services Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal place of business is 370 Interlocken Blvd., Suite 300, Broomfield, CO 80021.

WHEREAS, the City solicited proposals from qualified consultants on August 19, 2020, pursuant to the City **Request for Qualifications ("RFQ") No. 20-03-05-VH**, which RFQ is incorporated within this Agreement by reference and made a part hereof. Consultant submitted a Response to the RFQ dated September 21, 2020, which Response is incorporated within this Agreement by reference and made a part hereof (the "Response to RFQ"). Based upon the representations of Consultant in the Response to RFQ, which representations the City has relied upon, the City selected the Consultant to provide said Continuing Professional Civil Engineering Services for the City's Utilities Department; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement, the RFQ and the Response to RFQ; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project, but to set forth the terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth below, the City and Consultant agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1. The Consultant will provide comprehensive engineering services to the City's Utilities Department, as specified in EXHIBIT "A," Scope of Services. The City may, but is not required to, enter into a Project Agreement or Letter Agreement for any one or any combination of these Services.

1.2. The Consultant hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant is duly licensed by the State of Florida and has the professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry.

1.3. In accordance with the Consultant's Competitive Negotiations Act, the Consultant shall, at the request of the City, provide professional services to the City for additional projects in which construction costs do not exceed $4,000,000, and/or for study activities where fees do not exceed $500,000.

SECTION 2 AUTHORIZATION OF SERVICES

2.1 When the need for services for a specific project occurs, the City may, at its sole discretion, enter into negotiations with the Consultant for that specific project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a Scope of Services Request (hereinafter referred to as the "Scope of Services Request"). The Consultant shall provide a proposal that shall conform to the requirements of Section 2.2 below.

2.2. The City and Consultant shall utilize a Project Agreement or a Letter Agreement for each specific project. The Project Agreement, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "C" shall be utilized for all projects requiring design services and/or Construction Administration Services exceeding $25,000. For projects requiring design services equal to or less than $25,000 in value, a Letter Agreement shall be utilized, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "F." Each Project Agreement or Letter Agreement will include but is not be limited to the following negotiated terms:

A The Scope of Services;
B. The deliverables (e.g. drawings, specifications, cost estimates, etc.);
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E The personnel assigned to the specific project, including, but not limited to: Consultant's project manager, other staff and subconsultants, which the City shall have the right to reject in its sole discretion; and,
F. Any modifications to the Project Agreement or Letter Agreement form, if mutually agreed upon by the parties or as required to comply with grants the City has received.

2.3 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement or Letter Agreement. City Staff shall negotiate and prepare Project Agreements for approval by the City Commission. The City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed $10,000. Consultant's Services shall be performed and completed as specified in the Project Agreement or Letter Agreement.

2.4 The City may, at its sole discretion, utilize the services of another consultant or solicit Requests for Qualifications for professional services for any project or services outlined in the RFQ and EXHIBIT "A" of this Agreement.

2.5 The City's Procurement Manager is authorized to sign all Agreement renewals, and extensions to this Agreement. Amendments to this Agreement shall be approved by Commission and amendments to Project Agreements and Letter Agreements shall be authorized in accordance with the dollar thresholds specified in Section 2.3.

SECTION 3 COMPENSATION AND PAYMENT

3.1 The City agrees to pay the Consultant compensation for the services provided for in this Agreement as outlined in EXHIBIT "B" Hourly Rates and EXHIBIT "E" Compensation and Method of Payment, which exhibits are attached to and incorporated in this Agreement. It is acknowledged and agreed to by Consultant that the dollar limitations set forth in each respective Project Agreement or Letter Agreement is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder. If City requests Consultant to incur expenses not contemplated, Consultant shall notify the City's representative in writing and obtain their approval in writing prior to incurring such expenses. Nothing in this Agreement shall be construed to indicate that Consultant shall be obligated to perform services or to incur expenses that have not been authorized in writing by the City. Consultant shall charge its employee's hourly rate based on the employee's actual salary or the maximum hourly rate listed in Exhibit "B," whichever is less.

SECTION 4 TERM

4.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end five (5) years from the executed date unless and until terminated pursuant to Section 5 of this Agreement. The City reserves the right to renew this Agreement for five (5) additional one-year periods under the same terms and conditions. The City will notify the Consultant of its intent to renew this Agreement in writing sixty (60) days prior to the expiration of this Agreement, or any extension thereof, of the City's intention. Each Project Agreement and Letter Agreement shall specify the term agreed to by the City and the Consultant for services to be rendered under said Project Agreement or Letter Agreement.

4.2 In the event the Services are scheduled to end either by this Agreement's expiration or by termination by the City (at the City's discretion), the Consultant shall continue to perform the agreed upon Services, if requested by the City, until a new agreement can be executed. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

SECTION 5 TERMINATION

5.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience upon ten (10) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at

the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination. Under no circumstances shall City make payment for services that have not been performed. Additionally, the City shall not make payment for the following items:

5.1.1 Anticipated profits or fees to be earned on completed portions of the work;
5.1.2 Consequential damages;
5.1.3 Costs incurred in respect to services performed in excess of reasonable quantitative requirements of this Agreement and Project Agreement(s) or Letter Agreement(s);
5.1.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue services after notice of termination has been given to the Consultant;
5.1.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
5.1.6 Damage or loss caused by delay.

5.2 **Termination for Cause:** This Agreement may be terminated by either party upon seven (7) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss arising from its termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall govern.

5.3 **Termination for Governmental Non-Appropriations:** The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase Services required under a Project Agreement or Letter Agreement prepared in accordance with this Agreement for any of the City's fiscal years subsequent to the one in which the Project Agreement or Letter Agreement is executed and entered into, then that Project Agreement or Letter Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue to the satisfaction of the City's obligation under that Project Agreement or Letter 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.

SECTION 6 CITY'S RESPONSIBILITIES

6.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant.

6.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.

6.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon City's public property as required for the Consultant to perform services.

6.4 In the event that Consultant believes that City is not reasonably complying with the requirements of Sections 6.1, 6.2 and 6.3 above, Consultant shall immediately provide written notice within three (3) days of such non-compliance to the City, absent which Consultant shall be deemed to have waived such non-compliance by City.

SECTION 7 CONSULTANT'S RESPONSIBILITIES

7.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.

7.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.

7.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement, Letter Agreement or the construction of the specific project for which the Consultant has provided engineering services under a prior Project Agreement or Letter Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the scope of services, due to Consultant's negligent acts, errors or omissions, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and Consultant shall compensate the City as provided in Section 7.3.1 for all costs and expenses associated with correcting said incorrect or defective work, including any additional testing and inspections. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, the Letter Agreement, by law, equity or otherwise.

7.3.1 Where Consultant's actions as described in Section 7.3 result in a Change Order to the Contract for Construction with the Contractor, the Consultant shall compensate the City for the cost of the Change Order work that exceeds the cost of the work had it been included in the construction documents at the time that bids for construction were received by the City, plus the total of the Contractor's overhead and fifty-percent (50%) of profit included in the approved Change Order.

7.3.2 Any time added to the project schedule in a Change Order that results from the Consultant's actions as described in Section 7.3 shall not be claimed by the Consultant as extra work, and shall not be compensated by City in any way.

7.4 The Consultant's obligations under Sections 7.3 and 7.3.1 shall survive termination, cancellation, or expiration of this Agreement or any Project Agreement or Letter Agreement.

7.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes, and regulations. Products, equipment, and material specified for use shall be readily available unless written authorization to the contrary is given by the City.

SECTION 8 POLICY OF NON-DISCRIMINATION

8.1 The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

SECTION 9 CODE OF ETHICS

9.1 The Consultant and its employees shall be bound by the provisions of the City Code of Ethics provided in Sections 10-16 through 10-32 of the Code of the City of Sunrise, Florida, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this Section 9.1 into any subcontract.

SECTION 10 OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data entered into by the Consultant for a project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the City.

10.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications, and all other data pertaining to or prepared for the City or furnished by the Consultant pursuant to this Agreement or any Project Agreement or Letter Agreement shall be and shall remain at all times, throughout the Project and thereafter, the property of the City, whether the project for which they are made is completed or not, and shall be delivered by the Consultant to City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Consultant shall have the right to keep one record set of the documents upon completion of the work; however, in no event shall the Consultant use, or permit to be used, any of the documents without the City's prior written authorization. Any reuse of such documents by the City without the written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk.

10.3 At the conclusion of its work and before final payment, or from time to time as may be required by the City, the Consultant shall release and deliver to the City any and all such originals; provided, however, that the Consultant may, with the City's approval, reproduce such originals for the purpose of the Consultant's record file of the work. The Consultant shall not sell, copy, or reuse any drawings in total or in part for any other project, except with the prior written permission of the City.

10.4 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as an engineer, as appropriate, in the State of Florida.

SECTION 11 RECORDS/AUDITS

11.1 Consultant shall maintain and shall require its subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of

all expenses incurred based on actual costs and of all property acquired or disposed of hereunder. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. The Consultant shall remit promptly to the City the amount of any adjustment resulting from audit.

11.2 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement or Letter Agreement.

SECTION 12 NO CONTINGENT FEE

12.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the City shall have the right to terminate this Agreement or any Project Agreement or Letter Agreement, without liability, and at its sole discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13 INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees or subcontractors of the Consultant who shall be subject to supervision by the Consultant, and who shall not be deemed officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Consultant and not City.

SECTION 14 INDEMNIFICATION/HOLD HARMLESS

14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in performance of this Agreement. This indemnification shall survive the term of this Agreement.

14.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

SECTION 15 INSURANCE

15.1 Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times 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 Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Except for Professional Liability, any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.

15.1.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** each occurrence, **$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

15.1.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

15.1.3 Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$5,000,000** per claim, **$5,000,000** annual aggregate, or a **$5,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

15.1.4 Additional Insured: The Consultant 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 GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Consultant's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

15.1.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein except Professional Liability. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to

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

15.1.6 Certificate(s) of Insurance: Consultant 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 City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant 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, Consultant agrees to notify the City by fax and email as set forth in this Section 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 address shall read:

City of Sunrise
Attn: Risk Manager
City of Sunrise
10770 W. Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351
Fax: (954) 572-2278
Email: riskmanagement@sunrisefl.gov

15.1.9 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that 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 of its poor financial condition or failure to operating legally.

SECTION 16 REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City's Utilities Director or Deputy Utilities Director, unless designated otherwise by the City Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant appoints Brian LaMay, as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17 ALL PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18 SUBCONSULTANTS

18.1 The Consultant has presented the firms shown on EXHIBIT "D" attached hereto and made a part hereof, to the City to act as ongoing subconsultants during the term of this Agreement, and the City hereby approves Consultant's use of said firms.

18.2 In the event the Consultant requires the services of any other subconsultant or subcontractor not identified on EXHIBIT "D" in connection with services covered by this Agreement, any Project Agreement or any Letter Agreement, the Consultant must secure the prior written approval of the Utilities Director or designee.

18.3 Any subcontract with a subcontractor or subconsultant shall afford to the Consultant rights against the subcontractor or subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination as set forth herein.

18.4 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 19 NOTICES

19.1 Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or other commercial overnight delivery services, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

Utilities Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
(954) 888-6055

WITH A COPY TO:

City Attorney
City of Sunrise
City Attorney's Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

Procurement Manager
City of Sunrise
Purchasing Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2274

FOR CONSULTANT:

Brian LaMay
Stantec Consulting Services Inc.

1551 Sawgrass Corporate Parkway Suite 440
Sunrise FL US 33323-2892
786-313-5516 (office)
305-815-4724 (mobile)

SECTION 20 TRUTH-IN NEGOTIATION CERTIFICATE

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

SECTION 21 GOVERNING LAW/JURISDICTION/VENUE

21.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 14, 5.2, and 30, should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation 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 22 HEADINGS

22.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 23 EXHIBITS

23.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 24 COUNTERPARTS

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 25 WORDS AND PHRASES

25.1 Where the words "required," "approved," "approval," "satisfactory," "determined," "acceptable," or words of like import are used in this Agreement, action by the City is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement. Wherever it is provided in the Agreement that the Consultant shall perform certain work "at its own expense," or "without charge," or that certain work will not be paid for separately, such words mean that

the Consultant shall not be entitled to any additional compensation from the City for such work.

SECTION 26 NOTICE OF COMMENCEMENT/NOTICE TO PROCEED

26.1 Consultant shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the City; and 2) Consultant has received a City Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the City for provision of services under a Project Agreement or Letter Agreement. The City shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this Section.

SECTION 27 TIME IS OF THE ESSENCE

27.1 All limitations of time set forth in this Agreement or any resulting Project Agreement or Letter Agreement are of the essence.

SECTION 28 CLAIMS BY CONSULTANT

28.1 All claims by the Consultant, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the Consultant, and all questions as to compensation and to extension of time shall be submitted in writing to the City's representative. The Consultant shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so. All determinations, instructions, and clarifications of the City shall be final unless the Consultant files a written protest with the City Manager within fourteen (14) calendar days after the City's representative notifies the Consultant of any such determination, instruction, or clarification, which written protest shall state clearly and in detail the basis of the protest. The City Manager's decision shall be final.

28.2 The City Manager will issue a decision upon such protest. At all times during the protest period, the Consultant shall proceed with the work in accordance with determinations, instructions, and clarifications of the City's representative. The Consultant's failure to protest the City's representative's determinations, instructions, clarifications, or the City Manager's decision within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise.

28.3 It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) except as specifically set forth in Subsections 28.1 and 28.2 above, shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

28.4 The Consultant shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the City to justify and substantiate such claims. The Consultant shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge. It is agreed that under no circumstances

shall the Consultant be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed in writing by the City.

SECTION 29 CONSULTANT'S STANDARD OF CARE

29.1 Consultant represents that Consultant's services shall be performed with that degree of skill and judgment which is normally exercised by recognized professional engineering firms performing services of a similar nature, and that the services shall be performed and shall conform to generally accepted engineering firms' standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation and shall pay all costs and expenses associated with correcting said services or work including any additional testing, inspections, corrections, or construction.

SECTION 30 PATENT INDEMNITY

30.1 Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, save harmless the City and the City Commissioners, City officers, and employees (collectively "City Indemnified Party") from and against damages, costs, expenses and attorneys' fees where recoverable by law incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement documents prepared by the Consultant.

SECTION 31 FORCE MAJEURE

31.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, floods, earthquake, tornado, act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above, which is not reasonably within the control of the party claiming Force Majeure.

31.2 The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure which prohibits performance by the Consultant for more than sixty (60) days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder.

SECTION 32 SUSPENSION

32.1 The City may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under this Agreement. The Consultant will be notified of such decision by the City in writing. The order shall be specifically identified as a stop work order under this Section. Upon receipt of the order, the Consultant shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of suspension.

32.2 Upon receipt of any such notice, the Consultant shall, unless the notice requires otherwise, do the following:

A. Immediately discontinue work on the date and to the extent specified in the notice;
B. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
C. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
D. Continue to protect and maintain the services including those portions on which services have been suspended.

32.3 As full compensation for such suspension, the Consultant shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

A. An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the services which have been suspended; and
B. If, as a result of any such suspension of services, the cost to the Consultant of subsequently performing services is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of services.

SECTION 33 RECORD DRAWINGS AND SPECIFICATIONS

33.1 During construction, the Consultant may be required, in accordance with an individual Project Agreement or Letter Agreement, to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

33.2 A review of the markup record drawings at the construction site will be conducted at the progress meeting.

SECTION 34 ORDER OF PRECEDENCE

34.1 In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

A. Project Agreement or Letter Agreement
B. Continuing Services Agreement
C. RFQ
D. Response to RFQ

SECTION 35 SUCCESSORS AND ASSIGNS

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

SECTION 36 CONSULTANT'S PERSONNEL

36.1 The presence or duties of the Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such construction work. The Consultant and the Consultant's personnel shall report to the City any health or safety deficiencies of the construction contractor(s) or other entity or any other person at the construction site that Consultant's personnel actually observe.

SECTION 37 SEVERABILITY

37.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid of unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 38 ENTIRETY OF AGREEMENT

38.1. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

SECTION 39 THIRD PARTY BENEFICIARIES

39.1 It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant and that there are no third party beneficiaries under this Agreement.

SECTION 40 PUBLIC RECORDS

40.1 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 this 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

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 CONSULTANT 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 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 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 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. If the CONSULTANT fails to comply with the requirements in this Section 40, the CITY may enforce these provisions in accordance with the terms of this 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 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).

SECTION 41 DISCRMINATORY VENDOR LIST

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

SECTION 42 PUBLIC ENTITY CRIMES

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

SECTION 43 SCRUTINIZED COMPANY

43.1 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.

43.2 Pursuant to Section 287.135, in the event the Agreement 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.

43.3 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 44 E-VERIFY – EMPLOYMENT ELIGIBILITY

44.1 Contractor warrants and represents that it is complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify 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.

44.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

44.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with

the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

If City terminates this Contract pursuant to the subsection 44.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Stantec Consulting Services Inc. by and through its Vice President, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

7th day of May, 2021.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
~~Kimberly A. Kisslan~~ Thomas Poncs
Deputy City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

STANTEC CONSULTING SERVICES INC.

BY _____
Ramon Castella

TITLE: Vice President

16th day of April, 2021.

AUTHENTICATE: _____

Managing Counsel
Title of person Authenticating

Christy J. Le[illegible]
Please type name

(CORPORATE SEAL)

STANTEC CONSULTING SERVICES INC. Corporate Seal

WITNESSES:

Heidi [illegible]

_____

_____

Authorized City Representative's Initials: JMW

Authorized Consultant Representative's Initials: _____

EXHIBIT "A"

Scope of Services

The scope of this Agreement is presently planned to consist of one of more of the following specific projects. However, the exact specifications and location for each proposed project are subject to change by the City prior to execution of each Project Agreement or Letter Agreement. If any of the below listed projects do not meet the threshold of the Consultants Competitive Negotiation Act, the City reserves the right, at its sole discretion, to utilize the services of another Consultant to complete the particular project:

The following work associated with this Continuing Services Agreement (CSA) may contain new or improvements to existing grading, paving, drainage, underground utilities, and above ground utilities (projects may have accessory structural, electrical, and/or landscaping associated with the work):

1. Reconstruction projects following extreme weather events and other disasters including acts of terrorism.
2. Projects identified in the City of Sunrise 2019 Water and Wastewater Master Plan.
3. Projects identified in the City of Sunrise Capital Improvement Program Budget for the duration of the term of the Agreement.
4. Water Infrastructure Projects at existing, new or future sites to meet codes, rules, regulations or demands in accordance with the 2019 Master Plan or periodic updates or analyses through the term of the Agreement.
5. Improvements and expansions to existing Water Treatment Plants and wellfields to include the:
   a. Springtree 24 Million Gallons per Day (MGD) Lime Softening Water Treatment Plant (WTP) with Biscayne wellfield, Aquifer Storage and Recovery (ASR) well and storage tanks; includes new aerators, filter demolition, new plant piping and high service pumps
   b. Sawgrass 18 MGD Nanofiltration WTP with Biscayne wellfields (Flamingo & Arena), storage tanks and a concentrate disposal well; includes transfer pumps, relocation or modifications to ozone systems, new or modified degasifiers and concentrate recovery
   c. Southwest 2 MGD Lime Softening WTP with Biscayne wellfield and storage tanks; includes new generator, buildings, switchgear and electrical systems
6. Improvements and expansions to existing Storage and Pumping Facilities to include the:
   a. Indian Trace Storage Tank & High Service Pumping Station; includes new high service pumps, generator, fill lines and transmission mains
   b. Bonaventure Storage Tank & High Service Pumping Station; includes new high service pumps, generator, fill lines and transmission mains
7. New Water Treatment Plants to include the following:
   a. Park City Reverse Osmosis WTP with Floridian wellfield, raw mains, storage tanks, high service pumping station and transmission mains.
   b. Sawgrass Reverse Osmosis WTP with Floridian wellfield and raw water mains.
   c. Southwest Nanofiltration or Reverse Osmosis WTP with storage tanks, Biscayne or Floridian wellfield, high service pump station and transmission mains.
8. Water Infrastructure Projects at existing, new or future project sites may include the following:
   a. New wells, test wells, monitoring wells, ASR wells, recharge wells and injection wells

b. Rehabilitation and replacement of wells, abandonment of wells and monitor wells, ASR recharge testing, well pumps, raw water mains and wellfields.

9. Miscellaneous repairs, improvements, replacements, additions and upgrades to engineered utility operational structures (no offices or administration buildings), metal systems, coatings, HVAC and mechanical systems, membranes, piping, valves, pumps, drives, electrical, computers, instrumentation and controls, programming, software, sensors and equipment.

10. Various water, wastewater, administrative or support facility site work or security systems including landscaping, irrigation, asphalt paving, concrete sidewalk, curbs and wheel stops, pavement markings, signs, fencing, lights, cameras and equipment.

11. Chemical systems and tank replacements and/or improvements.

12. Control systems and PLC testing, upgrades and replacements.

13. Improvements, replacements and new biosolids or lime sludge solids residual management systems.

14. Periodic updates to aquifer (groundwater), water storage, pumping and distribution system, and wastewater models and related calibrations, QA/QC and optimization analyses.

15. Improvements and expansions to storage tanks, high service pumps and distribution systems to include fire hydrants and transmission mains as indicated in the 2019 Water & Wastewater Master Plan or periodic model updates to address fire flows, Florida Administrative and other local or regional Codes, rules, regulations or demands through the term of the Agreement.

16. New permits, permit tracking, permit compliance monitoring and permit renewals for water or wastewater infrastructure or facilities including Water Use Permit modifications.

17. Alternative Water Supplies (AWS), including recycle, reclaimed water, recharge and reuse alternatives, investigations and projects to include irrigational reuse and distribution, groundwater recharge, surface water discharge, infiltration basins, irrigation, etc.

18. Water and air quality and quantity standards, customer questionnaires/notifications, plans, surveys, assessments, sampling, testing, monitoring, compliance and improvements to meet existing and new rules, regulations and codes to include IDSE hydraulic network calibration and sampling.

19. Utility Atlas Updates, CADD, GIS, SCADA, database, asset and information management services.

20. Provide construction and operation and maintenance cost estimating, rate studies, fee analyses, cost economic analyses, feasibility studies, leakage/water loss analyses, conservation/demand management studies, public education, risk assessments including transmission and distribution criticality analyses, process and system optimization analyses, treatment technologies studies pilot testing and analyses, constructability reviews, construction management services (CMS), value engineering and quality assurance/quality control (QA/QC) reviews for water and wastewater projects, reports and analyses.

21. Provide modeling, design and construction services for wastewater lift stations and forcemains projects

22. Engineering Consultant shall be capable of providing the complementary services for water or wastewater services for those projects in which the City, in its sole discretion, deems it more economical and expedient to utilize the services of that consultant to design the

facilities as one project. (e.g. Wastewater consultant designing a lift station must also provide water service to that station for cleaning it).

23. Springtree W & WW Facility Improvements to include new Perimeter Buffer wall.

24. New Sawgrass W & WW Equipment Maintenance Building and cooling tower.

25. Wastewater Infrastructure Projects at existing, new or future sites to meet codes, rules, regulations or growth in accordance with the 2019 Water & Wastewater Master Plan, future development or periodic updates or analyses through the term of the Agreement.

26. Improvements and expansions to the existing Wastewater Treatment Plants to include the:
    a. Springtree 12 MGD WWTP with flow measurement, pretreatment/screening and grit removal, flow splitting, secondary conventional activated sludge treatment/aeration basins, blowers/ building/systems, clarifiers/scum systems, return activated sludge (RAS)/waste activated sludge (WAS)/sludge pumps, WAS and sludge thickening/ mixing holding tanks, chlorine contact basin, disinfection/sodium hypochlorite/ chemical/odor control system, effluent equalization tank/effluent pumps/flow measurement and sludge thickening/gravity belt thickeners/building and to include new thickening, dewatering, drying and biosolids disposal facility or capacity (located elsewhere) and upgrades to the effluent equalization tank, flow measurement and effluent pumps.
    b. Sawgrass 20 MGD WWTP including flow measurement, pretreatment/screening and grit removal, flow splitting, secondary conventional activated sludge treatment with surge tanks, aeration basins, blowers/buildings/systems, clarifiers/scum systems, disinfection/chlorine contact basin, sodium hypochlorite/chemical/odor control systems, effluent injection wells/ pump systems, RAS/WAS/seed and influent pumps and biosolids treatment with WAS and dissolved air flotation (DAF) sludge thickening, mixing and holding tanks, demolition of autothermal thermophilic aerobic digesters (ATAD) system and sludge dewatering building/belt filter press and wet scrubber towers/odor control/ventilation system/blowers and to include new thickening, possible digestion, dewatering, drying and biosolids disposal facility and effluent injection pump system, flow measurement and motor control centers (MCC's).
    c. Southwest 1 MGD WWTP with influent flow measurement, pump station, pretreatment/ screening, oxidation ditches/aerators, primary/secondary aerobic sludge digesters/aerators, disinfection/odor control/sodium hypochlorite/chemical/ferrous sulfate storage/metering/ pumping facility and systems, secondary clarifiers/scum systems, tertiary clarifier/chlorine contact deep bed sand filtration and high level disinfection process, and percolation ponds , and potential deep injection well disposal facility.

27. Improvements and expansions to existing Wastewater Collection/ Pumping Systems to include: Two Hundred and Sixteen (216) Existing Wastewater Collection, Lift Station and Booster Station Pumping Facilities and forcemains to include SCADA systems, generators and forcemain systems from the Lift Stations to the Wastewater Treatment Plants (WWTP's).

28. Demolition and disposal of facilities at existing Wastewater Treatment Plants and systems to include the Melaleuca WWTP and site appurtenances.

29. New Wastewater Treatment Plants or Reuse Facilities that may include the following:
    a. Park City Scalping WWTP with storage, pumping, recharge, distribution and/or irrigation systems.

b. Southwest Booster Pump Station, forcemain and Repumping Station or Reuse WWTPs with storage, pumping, recharge, distribution and/or irrigation systems.
c. Sawgrass Reuse WWTP with storage, pumping, recharge, distribution and/or irrigation systems.
d. Springtree Reuse WWTP with storage, pumping, recharge, distribution and/or irrigation systems.
e. Scalping or Reuse WWTP's at various locations with storage, pumping, recharge, distribution and/or irrigation systems.
f. Injection, recharge wells or systems at various locations with treatment, storage, pumping, distribution and/or systems.

Wastewater Infrastructure Projects at existing, new or future project sites may include the following:

30. Construction, rehabilitation, inspections, testing, replacement and abandonment of monitoring, recharge, test and injection wells, on-site lift stations, effluent and plant service water pumps, piping and valve systems, gates, screens, weirs, baffles, rakes, mixers, diffusers, ejectors, compressors, conveyors, scrubbers or grit, odor control, dewatering or mechanical equipment.

31. Miscellaneous repairs, improvements, replacements, demolitions, additions, testing, inspections, analyses and upgrades to buildings, reinforced concrete and metal structures, tanks, basins and systems, fuel storage/systems, stucco/drywall, fiberglass reinforced plastic piping/ductwork, painting/coatings, HVAC, duct/mechanical systems, roofing systems, MCC's, drives/VFD's, electrical/power/generators/heat exchangers, transfer switches, cables and equipment.

32. Various wastewater, water, administrative or support facility site work or security systems including landscaping, irrigation, site piping, asphalt paving, concrete, sidewalk, curbs, wheel stops, pavement markings, signs, fencing, lighting, cameras equipment and systems.

33. Chemical storage, mixing, transfer, recirculation and feed pumps and systems.

34. Flow measurement, automatic composite sampling, monitoring, instrumentation/controls, transmitting, trending and alarm systems, computers, programming, hardware/software, monitors, sensors, analyzers and PLC and control systems testing, validation, upgrades and replacements.

35. Improvements, demolition, replacement or new biosolids and residuals management systems.

Other projects of a specified nature may include:

36. Periodic updates to wastewater, reuse and water models to include calibration, quality assurance/quality control (QA/QC), software upgrades and optimization analyses.

37. Improvements and expansions to lift stations, forcemains, effluent, water and reuse lines to include storage tanks, pumps, distribution and collection systems as indicated in the 2019 Master Plan or periodic model updates to meet fire flows, codes, rules, regulations, growth, development or demands through the term of the Agreement.

38. New permits, permit tracking, permit compliance monitoring and permit renewals for wastewater or water infrastructure or facilities including Alternative Water Supply facilities and Water Use Permit modifications and programs.

39. Alternative Water Supplies (AWS) including recycle, reclaim, recharge and reuse alternatives, investigations and projects to include groundwater recharge, surface water discharge, infiltration basins, irrigation, distribution and pumping systems, etc.

40. Wastewater and air quality and quantity standards, customer questionnaires/notifications, plans, surveys, assessments, sampling, testing, monitoring, compliance and improvements to meet existing and new rules, regulations and codes, growth and development to include network, plants, plant processes or systems modeling, calibration, testing and sampling.

41. Utility Atlas Updates, CADD, GIS, SCADA, database, asset and information management services.

42. Provide construction and operation and maintenance cost estimating, rate studies, fee analyses, cost economic analyses, feasibility studies, infiltration/inflow analyses, conservation/reuse/ pollution abatement studies, public education, risk assessments including criticality, process and system optimization analyses, treatment technologies studies, pilot testing and analyses, constructability reviews, construction and program management services, value engineering and quality assurance/quality control (QA/QC) reviews for wastewater and water projects, reports and analyses.

43. Provide modeling, design and construction services for water transmission, distribution and fire protection projects in which the City, in its sole discretion, deems it more economical or expedient.

44. Miscellaneous installation of new, and modifications or repairs to: water, wastewater, wastewater reuse, or natural gas infrastructure (including but not limited to gravity sanitary sewer lines, forcemains, watermains, lift stations, water services and metering) both in existing rights of way and on City owned property including related work such as paving, storm drainage, bridges and aerial crossings as well as associated landscaping, and irrigation, with a construction value up to $4,000,000, as required for project or $500,000 for studies not described in Items 1 through 43 above.

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EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

The maximum raw salary rate is the maximum amount per hour the Consultant can bill the City for each individual employee category. If the raw salary of an employee is less than what is listed in Exhibit "B", then the Consultant can only bill up to that lesser amount. An employee's hourly rate will be calculated by multiplying the employee's raw salary rate by an overhead factor of 2.9. In the event the resulting number exceeds the maximum hourly rate for that employee category, then the maximum hourly rate will be used instead of the employee's hourly rate.

Employee Category	Maximum Raw Salary Rate	Overhead Factor	Maximum Hourly Rate
Company Officer	$ 99.00	2.9	$ 287.10
Technical Expert	$ 99.00	2.9	$ 287.10
Senior Principal Professional	$ 86.00	2.9	$ 249.40
Principal Professional	$ 75.00	2.9	$ 217.50
Supervising Professional	$ 71.00	2.9	$ 205.90
Senior Professional	$ 60.00	2.9	$ 174.00
Professional	$ 52.00	2.9	$ 150.80
Assistant Professional	$ 41.00	2.9	$ 118.90
Associate Professional	$ 38.00	2.9	$ 110.20
Senior Designer	$ 55.00	2.9	$ 159.50
Designer	$ 36.00	2.9	$ 104.40
Senior Technician	$ 46.00	2.9	$ 133.40
Technician	$ 34.00	2.9	$ 98.60
Senior Inspector	$ 51.00	2.9	$ 147.90
Inspector	$ 41.00	2.9	$ 118.90
Senior Administrator	$ 37.00	2.9	$ 107.30
Administrative Assistant	$ 30.00	2.9	$ 87.00
Secretarial	$ 25.00	2.9	$ 72.50
Clerical	$ 22.00	2.9	$ 63.80

Examples of Hourly Rate Computation:

Example 1: Professional - Employee Actual Raw Salary Rate = $42 / hour
Actual Raw Salary Rate of $42 < Maximum Raw Salary Rate of $52; therefore, use Actual Raw Salary Rate of $42.
Actual Raw Salary Rate x Overhead Factor = Hourly Rate
$42/hour x 2.90 = $121.80 Hourly Rate

Example 2: Professional - Employee Actual Raw Salary Rate = $53 / hour
Actual Raw Salary Rate of $53 > Maximum Raw Salary Rate of $52; therefore, use Maximum Raw Salary Rate of $52
Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
$52/hour x 2.90 = $150.80 Hourly Rate

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

EXHIBIT "C"

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES INC.

For

TITLE OF PROJECT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated _____, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated _____, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS

2.4.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 60% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 ONE HUNDRED PERCENT DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and

shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project. This can begin when the design documents are approximately 90% complete.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format. The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and

be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

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

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

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

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such

services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the

Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages 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:

Phase 1	$_____
Phase 2	$_____
Phase 3	$_____
Phase 4	$_____

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

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

NAME	FUNCTION
Name of Individual	Title of individual

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 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce

the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Phase Description .....$XXX,XXX XX%

Phase Description .....$XXX,XXX XX%

Phase Description .....$XXX,XXX XX%

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

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed $_____ without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida;

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

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through _____, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "C"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its_____, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

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

EXHIBIT "C"

CONSULTANT

_____

By: _____

____ day of _____, 20__.

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: JMS

Authorized Consultant Representative's Initials: RC

EXHIBIT "C"

EXHIBIT "1"

SCOPE OF SERVICES

EXHIBIT "C"

EXHIBIT "2"

PROJECT SCHEDULE

EXHIBIT "D"

SUBCONSULTANTS LIST

SURVEYING: Craven Thompson & Associates, Inc.

GEOTECHNICAL INVESTIGATIONS: Nutting Engineers, Inc.

SUBSURFACE UTILITY EXPLORATION: Craig A. Smith & Associates, Inc.

EXHIBIT "E"

COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Consultant, as compensation for the consulting services provided for in this Agreement, an amount to be negotiated by the City and the Consultant, in accordance with the provisions of this Agreement and the City Ordinances and/or policy.

1. **METHOD OF BILLING AND PAYMENT**

1.1 The Consultant shall submit invoices no more frequently than once per month to the City's Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Section 4 below.

1.2 The City agrees that it will make its best efforts to pay the Consultant within twenty (20) calendar days of receipt of the Consultant's correct statement as provided herein.

1.3 Payment will be made to the Consultant at the following address:

Stantec Consulting Services Inc.
13980 Collections Center Drive
Chicago, IL 60693

2. **INVOICES**

Consultant invoices must consist of the following:

2.1 **FOR PROJECT SUM WORK/SERVICES**

A. Project Number and Project Name assigned by City
B. Date
C. Billing Period
D. Invoice Number
E. Purchase Order Number
F. Phase of work as set forth in the work authorization and the estimated percentage of work completed. Billings for each phase shall not exceed the amount allocated to said phase. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.
G. Amount billed to date on previous invoices
H. Amount paid to date on previous invoices
I. If multiple City accounts are used, allocation of work to each account.
J. Beginning and ending balance amount
K. When requested by City, Consultant shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.2 Invoices shall be accompanied by such supporting documentation as the City may from time to time reasonably request. Supporting documentation for Reimbursable Costs shall include, but not be limited to the following:

A. Labor costs shall be supported by a description of the work performed during the invoiced period, if requested, as agreed to by the City, and by person.

B. Billings by the Consultant for the City-approved services, expenses, and other costs for outside commitments, of vendors, suppliers and subconsultants shall be supported by copy of such third parties' original invoice and related supporting documentation.

C. Where authorized, billings for travel and per diem expenses excluding meals, shall be supported by travel expense reports. Travel expenses shall not exceed the amounts authorized by Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida.

D. The Consultant will prepare and the Consultant's Project Manager will sign each invoice submitted.

2.3 Consultant Pay Requests: The Consultant's payment requests for services shall, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the City that the services indicated in the invoice have progressed to the level indicated, have been properly performed as required herein, that the rates billed are correct and in accordance with the rates in EXHIBIT "B," that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

2.4 The City may withhold payment on items lacking proper support until such support is received and accepted by the City. Disputed items will be deducted from invoices by the City and referred to the Consultant for clarification to avoid delay in payment of undisputed items. Payment by the City of the Consultant's invoices shall be without prejudice to the City" right to audit the Consultant's invoices and to challenge the correctness of the invoice at any time thereafter.

2.5 As soon as practical after submission to the City of **1)** the Consultant's final statement supported by an invoice, and **2)** a certificate signed by the City's Representative that the work under this Agreement has been satisfactorily completed, the City shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under this Agreement. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payment to any and all subconsultants,

and all final specifications, plans or other documents as dictated in the Agreement. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

2.6 Payments otherwise due the Consultant may be withheld in an amount sufficient to satisfy any claim which the City may have against the Consultant.

2.7 The Consultant shall promptly repay to the City, within thirty (30) days after receipt of the City's request, any overpayment by the City.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "F"

Sunrise Account No.: _____

Sunrise Project No.: (if applicable)_____

PROJECT TITLE

Letter Agreement No. LA____

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated _____, this Letter Agreement authorizes the Consultant to provide the services as set forth below. The City and the Consultant hereby agree as follows:

A. INCORPORATION OF CONTINUING SERVICES AGREEMENT

1. All terms and conditions of the Continuing Services Agreement between the City and the Consultant, not specifically modified by this Letter Agreement shall remain in full force and effect and are incorporated into and made a part of this Letter Agreement by this reference as though set forth in full.

B. SCOPE OF SERVICES: The Consultant will perform the following:

1. Provide a general description of the work. The last sentence of the description to read, "The work under this Letter Agreement shall include the following specific tasks:"

   a) _____

   b) _____

2. If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

C. TERM AND TERMINATION

1. This Letter Agreement shall be effective on the date it is executed by the last party to execute it and shall be effective for a period of two (2) years from the date of execution.

2. This Letter 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 Letter 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.

3. This Letter 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 Letter 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 and Section F of this Letter Agreement.

4. 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:

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

   b. Consequential damages;

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

   d. 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;

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

   f. Damage or loss caused by delay.

D. DELIVERABLES

1. _____

2. _____

E. SCHEDULE

1. Upon receipt of the fully executed Purchase Order and Letter Agreement, the Consultant shall commence services to the City, 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 Letter Agreement as EXHIBIT "1." 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, whichever shall last occur, shall constitute the Contract Time.

2. 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.

F. COMPENSATION

1. The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section F.2 below. Billings for each task shall not exceed the amount allocated to each phase.

2. Payment to the Consultant of the sum set forth in Section F.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task Description..... $XXX,XXX

Task Description..... $XXX,XXX

Task Description..... $XXX,XXX

G. BILLING AND PAMENTS TO CONSULTANT

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.

H. KEY CONSULTANT PERSONNEL

_____

_____

_____

I. SEVERABILITY

1. If any term or provision of this Letter Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Letter 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 Letter Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "F"

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter Agreement on the respective dates under each signature: the City, signing by and through its (City Manager or Utilities Director), and by Stantec Consulting Services Inc., signing by and through its_____, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
(Insert "City Manager" or "Utilities Director")

____ day of _____, 20XX.

CONSULTANT:

By: _____
(Insert Name of Signatory)
(Insert Title of Signatory)

EXHIBIT "F"

EXHIBIT "1"

PROJECT SCHEDULE

CITY CLERK
CITY OF SUNRISE
2021 MAY -6 PM 2:55

SUNRISE, FLORIDA

RESOLUTION NO. 21-47

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES PROJECTS CONSULTANT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of six (6) qualified firms or individuals to provide water, wastewater, wastewater reuse and natural gas utilities projects consultant services; and

WHEREAS, on January 12, 2021 the City Commission approved Resolution No. 21-4 authorizing staff to negotiate Continuing Services Agreements (CSA's) and hourly rates with the top six (6) ranked firms resulting from Request for Qualifications (RFQ) 20-03-05-VH; and

WHEREAS, staff met with Stantec Consulting Services Inc. and agreed upon hourly rates that are fair, reasonable, and within industry standards; and

WHEREAS, the CSA establishes the terms and conditions for Project Agreements or proposals for specific projects or services.

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

Section 1. A "Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Consultant Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. Pursuant to Section 2.3 of the CSA, the City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed

$10,000. The City Manager and the Utilities Director shall provide the City Clerk with copies of their executed Letter Agreements.

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

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency

~~Kimberly A. Kisslan~~
Thomas P. Moss
Deputy City Attorney

Detail by Entity Name

Foreign Profit Corporation
STANTEC CONSULTING SERVICES INC.

Filing Information

Document Number	F01000005948
FEI/EIN Number	11-2167170
Date Filed	11/14/2001
State	NY
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2007
Event Effective Date	12/31/2007

Principal Address

410 17TH STREET
SUITE 1400
DENVER, CO 80202

Changed: 04/16/2023

Mailing Address

10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Changed: 07/24/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 02/14/2013

Address Changed: 02/14/2013

Officer/Director Detail

Name & Address

Title Director, VP, Asst. Secretary

STONE, JEFFREY P
61 COMMERCIAL STREET
SUITE 100
ROCHESTER, NY 14614

Title President

JOHNSTON, GORDON A
10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Title Secretary

HEISLER, CHRISTOPHER O
10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Title VP

CASTELLA, RAMON
901 PONCE DE LEON BLVD
SUITE 900
CORAL GABLES, FL 33134

Title VP

WILHOIT, KRISTOPHER
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title Senior Principal

STOKER, DOUGLAS E
380 PARK PLACE BOULEVARD
SUITE 300
CLEARWATER, FL 33759

Title VP

HOLMES, MEGAN
1500 SPRING GARDEN STREET
SUITE 1100
PHILADELPHIA, PA 19130

Title Senior Principal

BUTTARI, SCOTT
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title VP

BURNHAM, ANDREW
777 S HARBOUR ISLAND BLVD
STE 600
TAMPA, FL 33602

Title VP

CLORE, AMY
777 S HARBOUR ISLAND BLVD
STE 600
TAMPA, FL 33602

Title Director, COO, EVP

Reisbord, Susan
1060 Andrew Drive
Suite 140
West Chester, PA 19308-5602

Title Treasurer

Culmone, Vito
200-325 35 Street SE
Calgary, Alberta T2A 7H8 CA

Title SVP

Jaegerman, Adriana
One Biscayne Tower
2 South Biscayne Boulevard
Suite 1670
Miami, FL 33131-2709

Title Principal

Cunningham, Robert R.
6920 Professional Parkway East
Sarasota, FL 34240-8414

Title VP

Aceto, Frank
1060 Andrew Drive
Suite 140
West Chester, PA 19308-5602

Annual Reports

Report Year	Filed Date
2025	01/02/2025

2025	01/06/2025
2026	01/07/2026

Document Images

01/07/2026 -- ANNUAL REPORT	View image in PDF format
08/12/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
08/11/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
06/11/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2025 -- ANNUAL REPORT	View image in PDF format
01/22/2024 -- ANNUAL REPORT	View image in PDF format
11/06/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
09/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
07/27/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
07/24/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/16/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
05/03/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
02/16/2017 -- ANNUAL REPORT	View image in PDF format
08/26/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
02/01/2011 -- ANNUAL REPORT	View image in PDF format
09/07/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
07/24/2008 -- ANNUAL REPORT	View image in PDF format
12/27/2007 -- Merger	View image in PDF format
03/27/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2005 -- Name Change	View image in PDF format
01/31/2005 -- Name Change	View image in PDF format
01/31/2005 -- Name Change	View image in PDF format
09/13/2004 -- ANNUAL REPORT	View image in PDF format
08/04/2003 -- ANNUAL REPORT	View image in PDF format
11/06/2002 -- ANNUAL REPORT	View image in PDF format

11/14/2001 -- Foreign Profit

View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Amendment

Item Number: 4T **Meeting Date:** 2/24/2026

City Reference Number (C#): C26044

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida, and Black & Veatch Corporation"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various departmental accounts

Amount:
Not to exceed budgeted funds for FY 2025/2026
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C26044

Third Amendment
Second Amendment
First Amendment
Resolution 19-137
Continuing Services Agreement
Resolution 21-43
Sunibz - Black & Veatch Corporation

Background:

On May 11, 2021, the City of Sunrise and Black & Veatch Corporation entered into a Continuing Services Agreement (CSA) via Resolution 21-43 for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering Consultant Services. On September 29, 2022, a First Amendment to the CSA was approved and executed to add mandatory statutory provisions in accordance with Florida Statutes as authorized and delegated to the Procurement Manager via Resolution 19-137. On December 20, 2023, a Second Amendment to the CSA was approved and executed to add additional mandatory statutory provisions in accordance with Florida Statutes as authorized and delegated to the Procurement Manager via Resolution 19-137.

Black & Veatch Corporation has now submitted a request for a rate adjustment, as permitted under the terms and conditions of the CSA per Exhibit B of the Agreement:

- *Hourly rates may be adjusted annually after the first full year of this Agreement, if authorized by the City. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.*

Additionally, Section 2.5 of the Agreement requires that Amendments be approved by the City Commission. As such, Staff is requesting the City Commission approve a "Third Amendment between the City of Sunrise and Black & Veatch Corporation" to increase hourly rates by 5% and authorize the Procurement Manager or designee to execute the Third Amendment.

Since the CSA's original execution in May of 2021, Black & Veatch Corporation has not requested a prior rate increase and the Consumer Price Increase (CPI) has increased by approximately 25%. Black & Veatch Corporation has been the Engineer of Record for several City of Sunrise projects, and Staff is satisfied with the performance under this Continuing Services Agreement.

Commission approval is requested to allow the Third Amendment to the CSA to be executed by the Procurement Manager or authorized designee.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Lorraine Vanella Phone: 954-572-2320

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 "THIRD AMENDMENT TO CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE, FLORIDA AND BLACK & VEATCH CORPORATION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 11, 2021, via Resolution No. 21-43, the Sunrise City Commission approved a Continuing Services Agreement (Agreement) between the City of Sunrise and Black & Veatch Corporation to provide water, wastewater, wastewater reuse, and natural gas utilities engineering consulting services; and

WHEREAS, on September 29, 2022, the parties entered into a First Amendment to the Agreement, which added mandatory Florida statutory provisions; and

WHEREAS, on December 20, 2023, the parties entered into a Second Amendment to the Agreement, which added mandatory Florida statutory provisions; and

WHEREAS, Black & Veatch Corporation has requested a rate adjustment to increase its hourly rates by five percent (5%), pursuant to the terms of the Agreement; Black & Veatch Corporation has not previously requested a rate increase under the Agreement; and

WHEREAS, City staff is satisfied with Black & Veatch Corporation's performance under the Agreement and recommends approval of a Third Amendment to the Agreement to increase the hourly rates by five percent (5%).

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

Section 1. A "Third Amendment to Continuing Services Agreement between the City of Sunrise, Florida and Black & Veatch Corporation" (Third Amendment) is hereby approved. A copy of the Third Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to execute the Third Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

THIRD AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND BLACK & VEATCH CORPORATION

This Amendment to Continuing Services Agreement (hereinafter referred to as the "Third Amendment") between the City of Sunrise and Black & Veatch Corporation. is made by and between the City of Sunrise, a Florida municipal corporation, (hereinafter referred to as "City") and Black & Veatch Corporation, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant") this _____day of _____, 2026.

WHEREAS, the Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021, and as authorized under Resolution 21-43; and

WHEREAS, the First Amendment was entered into between the parties on September 29, 2022; and

WHEREAS, the Second Amendment was entered into between the parties on December 20, 2023; and

WHEREAS, the parties agree that an Amendment is necessary to revise Exhibit "B" - Hourly Rates to approve a rate increase adjustment in the amount of 5%.

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

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

2. Amendment to Contract.
   a) Exhibit "B" - Hourly Rates has been revised in its entirety and replaced with Exhibit "B" – Hourly Rates attached hereto.

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

4. 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 Third Amendment.

5. Effective Date. This Third Amendment shall be effective on the date this Third Amendment is fully executed.

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

IN WITNESS WHEREOF, the City and Black & Veatch Corporation have caused this Third Amendment to the Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: _____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

BLACK & VEATCH CORPORATION

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

The maximum raw salary rate is the maximum amount per hour the Consultant can bill the City for each individual employee category. If the raw salary of an employee is less than what is listed in Exhibit "B", then the Consultant can only bill up to that lesser amount. An employee's hourly rate will be calculated by multiplying the employee's raw salary rate by an overhead factor of 2.9. In the event the resulting number exceeds the maximum hourly rate for that employee category, then the maximum hourly rate will be used instead of the employee's hourly rate.

Employee Category	Maximum Raw Salary Rate	Overhead Factor	May 2021 Maximum Hourly Rate	**Amended 2026 Maximum Hourly Rate (+5%)**
Company Officer	$ 99.00	2.9	$ 287.10	$ 301.46
Technical Expert	$ 99.00	2.9	$ 287.10	$ 301.46
Senior Principal Professional	$ 86.00	2.9	$ 249.40	$ 261.87
Principal Professional	$ 75.00	2.9	$ 217.50	$ 228.38
Supervising Professional	$ 71.00	2.9	$ 205.90	$ 216.20
Senior Professional	$ 60.00	2.9	$ 174.00	$ 182.70
Professional	$ 52.00	2.9	$ 150.80	$ 158.34
Assistant Professional	$ 41.00	2.9	$ 118.90	$ 124.85
Associate Professional	$ 38.00	2.9	$ 110.20	$ 115.71
Senior Designer	$ 55.00	2.9	$ 159.50	$ 167.48
Designer	$ 36.00	2.9	$ 104.40	$ 109.62
Senior Technician	$ 46.00	2.9	$ 133.40	$ 140.07
Technician	$ 34.00	2.9	$ 98.60	$ 103.53
Senior Inspector	$ 51.00	2.9	$ 147.90	$ 155.30
Inspector	$ 41.00	2.9	$ 118.90	$ 124.85
Senior Administrator	$ 37.00	2.9	$ 107.30	$ 112.67
Administrative Assistant	$ 30.00	2.9	$ 87.00	$ 91.35
Secretarial	$ 25.00	2.9	$ 72.50	$ 76.13
Clerical	$ 22.00	2.9	$ 63.80	$ 66.99

Examples of Hourly Rate Computation:

Example 1: Professional - Employee Actual Raw Salary Rate = $42 / hour
Actual Raw Salary Rate of $42 < Maximum Raw Salary Rate of $52; therefore, use Actual Raw Salary Rate of $42.
Actual Raw Salary Rate x Overhead Factor = Hourly Rate
$42/hour x 2.90 = $121.80 Hourly Rate

Example 2: Professional - Employee Actual Raw Salary Rate = $53 / hour
Actual Raw Salary Rate of $53 > Maximum Raw Salary Rate of $52; therefore, use Maximum Raw Salary Rate of $52
Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
$52/hour x 2.90 = $150.80 Hourly Rate

CITY CLERK
CITY OF SUNRISE
2023 DEC 20 PM 3:50

SECOND AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
BLACK & VEATCH CORPORATION
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This Second Amendment to Continuing Services Agreement (hereinafter referred to as the "Second Amendment") between the City of Sunrise and Black & Veatch Corporation is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and BLACK & VEATCH CORPORATION, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant") this 20 day of December 2023.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021 and was approved by Resolution No. 21-43; and

WHEREAS, a First Amendment to the Continuing Services Agreement was entered into between the parties on September 29, 2022; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida Legislature enacted revisions to Florida Statutes §287.135 regarding Scrutinized Companies which took effect November 13, 2023 and the parties desire to amend the Agreement to incorporate the new language.

WHEREAS, the Federal Government passed a law that prohibited certain telecommunication equipment from China and the parties desire to amend the Agreement to incorporate the new language; and

WHEREAS, the Florida Legislature enacted Florida Statutes §287.137 regarding Antitrust Violations which took effect July 1, 2023 and the parties desire to amend the Agreement to incorporate the new language.

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

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

2. Amendment to Agreement.
   a) Section 43 "Scrutinized Company" has been revised with the following language:

SECTION 43 SCRUTINIZED COMPANIES

43. Scrutinized Companies

i. 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.

ii. Pursuant to Section 287.135, in the event the Agreement 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.

iii. 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.

44. Section 46 "Prohibited Telecommunications Equipment" and Section 47 "Antitrust Violations" are hereby added to the Agreement with the following language:

SECTION 46 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

46. Prohibited Telecommunications Equipment

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.

SECTION 47 ANTITRUST VIOLATIONS

47. Antitrust Violations

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 Agreement, 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 Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

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

4. 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 Amendment.

5. Effective Date. This Second Amendment shall be effective on the date this Second Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City and Consultant have caused this Second Amendment to the Agreement to be executed effective as of the date indicated below.

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager

20 day of December, 2023.

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida:

By: _____
Kimberly A. Kisslan
City Attorney

BLACK & VEATCH CORPORATION

BY: _____
Rafael E. Frias III
Associate Vice President

5th day of December, 2023.

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

CITY CLERK
CITY OF SUNRISE

2022 SEP 29 PM 4:32

FIRST AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
BLACK & VEATCH CORPORATION
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This First Amendment to Continuing Services Agreement (hereinafter referred to as the "First Amendment") between the City of Sunrise and Black & Veatch Corporation is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Black & Veatch Corporation, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose place of business is 3111 North University Drive, Suite 700, Coral Springs, FL 33065 this 29 day of September 2022.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021 and was approved by Resolution No. 21-43; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida Legislature enacted Florida Statutes §286.101 regarding Foreign Gifts and Contracts which took effect July 1, 2021 and the parties desire to amend the Agreement to incorporate the new language.

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

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

2. Amendment to Agreement. Section 45 "Foreign Gifts and Contracts" is hereby added to the Agreement with the following language:

SECTION 45 FOREIGN GIFTS AND CONTRACTS

45.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City

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

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

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

5. Effective Date. This First Amendment shall be effective on the date this First Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to the Agreement to be executed effective as of the date indicated below.

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager
29 day of September, 2022.

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida:

By: _____
Kimberly A. Kisslan
City Attorney

BLACK & VEATCH CORPORATION

BY: _____
Rafael E. Frias III
Associate Vice President
7th day of September, 2022.

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

CITY CLERK
CITY OF SUNRISE

19 SEP 17 AM 10: 36

SUNRISE, FLORIDA

RESOLUTION NO. 19-137

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PROVIDING THAT WHEN THE CITY PROCURES GOODS OR SERVICES PURSUANT TO THE CITY'S CODE, CITY STAFF IS AUTHORIZED TO ADD PROVISIONS REQUIRED BY THE FLORIDA STATUTES WHEN EXTENDING, AMENDING OR RENEWING THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Code of Ordinances of the City of Sunrise, Florida (City's Code), City staff procures goods or services and enters into contracts, agreements, and purchase orders (collectively "Contracts") for the goods or services; and

WHEREAS, for purposes of this Resolution, Contracts do not include those items where the Florida Statutes require the item to be amended after notice or at a public hearing (e.g., Development Agreements) and Contracts which must be approved by ordinance pursuant to the City's Charter; and

WHEREAS, Florida law establishes certain statutory provisions that must be included in specified contracts at the time Contracts are executed or at the time a Contract is extended or renewed; and

WHEREAS, the Florida legislature may enact revisions to the statutory provisions and may pass new statutes that create additional statutory provisions; and

WHEREAS, the current and future statutory requirements are referred to as "statutory provisions;" and

WHEREAS, the City's resolutions and ordinances that approve City Contracts may authorize City staff to execute extensions and renewals, but often requires City staff to bring amendments to Contracts to the City Commission for approval; and

WHEREAS, the City wishes to facilitate and streamline the approval process for the execution of extensions, renewals and amendments that require statutory provisions.

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 adopted as the City's intent for this Resolution.

Section 2. Extension or Renewal. Where goods or services have been procured in accordance with the City's Code and City staff has been authorized to extend or renew the Contract, the authorized City staff is further authorized to amend the terms of the Contract in the extension or renewal by adding any updated statutory provisions required by the Florida Statutes without bringing the extension or renewal to Commission, upon the review and approval of the City Attorney. The authorized City staff who executes the extension or renewal shall provide the City Clerk with a copy of the extension or renewal.

Section 3. Amendment. Where goods or services have been procured in accordance with the City's Code and City staff has been authorized to amend the Contract, the authorized City staff is further authorized to include any updated statutory provisions required by the Florida Statutes in the amendment without bringing the amendment to Commission, upon the review and approval of the City Attorney. The authorized City staff who executes the amendment shall provide the City Clerk with a copy of the extension or renewal.

Section 4. Continuing Services Agreement. For continuing services agreements, where no staff has been authorized to amend the continuing services agreement before any extension or renewal, the Procurement Manager shall be authorized to execute an amendment to add any updated statutory provisions required by the Florida Statutes without bringing the amendment back to Commission, upon the review and approval of the City Attorney. The Procurement Manager shall provide the City Clerk with a copy of the amendment.

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

PASSED AND ADOPTED this 10TH DAY of SEPTEMBER, 2019.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2021 MAY -6 PM 2:54

SUNRISE, FLORIDA

RESOLUTION NO. 21-43

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND BLACK & VEATCH CORPORATION FOR WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES PROJECTS CONSULTANT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of six (6) qualified firms or individuals to provide water, wastewater, wastewater reuse and natural gas utilities projects consultant services; and

WHEREAS, on January 12, 2021 the City Commission approved Resolution No. 21-4 authorizing staff to negotiate Continuing Services Agreements (CSA's) and hourly rates with the top six (6) ranked firms resulting from Request for Qualifications (RFQ) 20-03-05-VH; and

WHEREAS, staff met with Black & Veatch Corporation and agreed upon hourly rates that are fair, reasonable, and within industry standards; and

WHEREAS, the CSA establishes the terms and conditions for Project Agreements or proposals for specific projects or services.

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

Section 1. A "Continuing Services Agreement between the City of Sunrise and Black & Veatch Corporation for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Consultant Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. Pursuant to Section 2.3 of the CSA, the City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed

$10,000. The City Manager and the Utilities Director shall provide the City Clerk with copies of their executed Letter Agreements.

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

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE • FLORIDA • CORPORATE SEAL 1961 MUNICIPAL CORPORATION

MOTION: SCUOTTO
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency

~~Kimberly A. Kisslan~~
Thomas P. Moss
Deputy City Attorney

CITY CLERK
CITY OF SUNRISE

2021 MAY 11 PM 8:40

CONTINUING SERVICES

AGREEMENT

Between

THE CITY OF SUNRISE

And

BLACK & VEATCH CORPORATION

For

WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This Continuing Services Agreement (hereinafter referred to as the "Agreement") is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Black & Veatch Corporation, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose place of business is 3111 North University Drive, Suite 700, Coral Springs, FL 33065.

WHEREAS, the City solicited proposals from qualified consultants on August 19, 2020, pursuant to the City **Request for Qualifications ("RFQ") No. 20-03-05-VH**, which RFQ is incorporated within this Agreement by reference and made a part hereof. Consultant submitted a Response to the RFQ dated September 21, 2020, which Response is incorporated within this Agreement by reference and made a part hereof (the "Response to RFQ"). Based upon the representations of Consultant in the Response to RFQ, which representations the City has relied upon, the City selected the Consultant to provide said Continuing Professional Civil Engineering Services for the City's Utilities Department; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement, the RFQ and the Response to RFQ; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project, but to set forth the terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth below, the City and Consultant agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1. The Consultant will provide comprehensive engineering services to the City's Utilities Department, as specified in EXHIBIT "A," Scope of Services. The City may, but is not required to, enter into a Project Agreement or Letter Agreement for any one or any combination of these Services.

1.2. The Consultant hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant is duly licensed by the State of Florida and has the professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry.

1.3. In accordance with the Consultant's Competitive Negotiations Act, the Consultant shall, at the request of the City, provide professional services to the City for additional projects in which construction costs do not exceed $4,000,000, and/or for study activities where fees do not exceed $500,000.

SECTION 2 AUTHORIZATION OF SERVICES

2.1 When the need for services for a specific project occurs, the City may, at its sole discretion, enter into negotiations with the Consultant for that specific project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a Scope of Services Request (hereinafter referred to as the "Scope of Services Request"). The Consultant shall provide a proposal that shall conform to the requirements of Section 2.2 below.

2.2. The City and Consultant shall utilize a Project Agreement or a Letter Agreement for each specific project. The Project Agreement, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "C" shall be utilized for all projects requiring design services and/or Construction Administration Services exceeding $25,000. For projects requiring design services equal to or less than $25,000 in value, a Letter Agreement shall be utilized, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "F." Each Project Agreement or Letter Agreement will include but is not be limited to the following negotiated terms:

A The Scope of Services;
B. The deliverables (e.g. drawings, specifications, cost estimates, etc.);
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E The personnel assigned to the specific project, including, but not limited to: Consultant's project manager, other staff and subconsultants, which the City shall have the right to reject in its sole discretion; and,
F. Any modifications to the Project Agreement or Letter Agreement form, if mutually agreed upon by the parties or as required to comply with grants the City has received.

2.3 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement or Letter Agreement. City Staff shall negotiate and prepare Project Agreements for approval by the City Commission. The City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed $10,000. Consultant's Services shall be performed and completed as specified in the Project Agreement or Letter Agreement.

2.4 The City may, at its sole discretion, utilize the services of another consultant or solicit Requests for Qualifications for professional services for any project or services outlined in the RFQ and EXHIBIT "A" of this Agreement.

2.5 The City's Procurement Manager is authorized to sign all Agreement renewals, and extensions to this Agreement. Amendments to this Agreement shall be approved by Commission and amendments to Project Agreements and Letter Agreements shall be authorized in accordance with the dollar thresholds specified in Section 2.3.

SECTION 3 COMPENSATION AND PAYMENT

3.1 The City agrees to pay the Consultant compensation for the services provided for in this Agreement as outlined in EXHIBIT "B" Hourly Rates and EXHIBIT "E" Compensation and Method of Payment, which exhibits are attached to and incorporated in this Agreement. It is acknowledged and agreed to by Consultant that the dollar limitations set forth in each respective Project Agreement or Letter Agreement is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder. If City requests Consultant to incur expenses not contemplated, Consultant shall notify the City's representative in writing and obtain their approval in writing prior to incurring such expenses. Nothing in this Agreement shall be construed to indicate that Consultant shall be obligated to perform services or to incur expenses that have not been authorized in writing by the City. Consultant shall charge its employee's hourly rate based on the employee's actual salary or the maximum hourly rate listed in Exhibit "B," whichever is less.

SECTION 4 TERM

4.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end five (5) years from the executed date unless and until terminated pursuant to Section 5 of this Agreement. The City reserves the right to renew this Agreement for five (5) additional one-year periods under the same terms and conditions. The City will notify the Consultant of its intent to renew this Agreement in writing sixty (60) days prior to the expiration of this Agreement, or any extension thereof, of the City's intention. Each Project Agreement and Letter Agreement shall specify the term agreed to by the City and the Consultant for services to be rendered under said Project Agreement or Letter Agreement.

4.2 In the event the Services are scheduled to end either by this Agreement's expiration or by termination by the City (at the City's discretion), the Consultant shall continue to perform the agreed upon Services, if requested by the City, until a new agreement can be executed. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

SECTION 5 TERMINATION

5.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience upon ten (10) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at

the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination. Under no circumstances shall City make payment for services that have not been performed. Additionally, the City shall not make payment for the following items:

5.1.1 Anticipated profits or fees to be earned on completed portions of the work;
5.1.2 Consequential damages;
5.1.3 Costs incurred in respect to services performed in excess of reasonable quantitative requirements of this Agreement and Project Agreement(s) or Letter Agreement(s);
5.1.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue services after notice of termination has been given to the Consultant;
5.1.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
5.1.6 Damage or loss caused by delay.

5.2 **Termination for Cause:** This Agreement may be terminated by either party upon seven (7) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss arising from its termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall govern.

5.3 **Termination for Governmental Non-Appropriations:** The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase Services required under a Project Agreement or Letter Agreement prepared in accordance with this Agreement for any of the City's fiscal years subsequent to the one in which the Project Agreement or Letter Agreement is executed and entered into, then that Project Agreement or Letter Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue to the satisfaction of the City's obligation under that Project Agreement or Letter 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.

SECTION 6 CITY'S RESPONSIBILITIES

6.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant.

6.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.

6.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon City's public property as required for the Consultant to perform services.

6.4 In the event that Consultant believes that City is not reasonably complying with the requirements of Sections 6.1, 6.2 and 6.3 above, Consultant shall immediately provide written notice within three (3) days of such non-compliance to the City, absent which Consultant shall be deemed to have waived such non-compliance by City.

SECTION 7 CONSULTANT'S RESPONSIBILITIES

7.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.

7.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.

7.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement, Letter Agreement or the construction of the specific project for which the Consultant has provided engineering services under a prior Project Agreement or Letter Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the scope of services, due to Consultant's negligent acts, errors or omissions, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and Consultant shall compensate the City as provided in Section 7.3.1 for all costs and expenses associated with correcting said incorrect or defective work, including any additional testing and inspections. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, the Letter Agreement, by law, equity or otherwise.

7.3.1 Where Consultant's actions as described in Section 7.3 result in a Change Order to the Contract for Construction with the Contractor, the Consultant shall compensate the City for the cost of the Change Order work that exceeds the cost of the work had it been included in the construction documents at the time that bids for construction were received by the City, plus the total of the Contractor's overhead and fifty-percent (50%) of profit included in the approved Change Order.

7.3.2 Any time added to the project schedule in a Change Order that results from the Consultant's actions as described in Section 7.3 shall not be claimed by the Consultant as extra work, and shall not be compensated by City in any way.

7.4 The Consultant's obligations under Sections 7.3 and 7.3.1 shall survive termination, cancellation, or expiration of this Agreement or any Project Agreement or Letter Agreement.

7.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes, and regulations. Products, equipment, and material specified for use shall be readily available unless written authorization to the contrary is given by the City.

SECTION 8 POLICY OF NON-DISCRIMINATION

8.1 The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

SECTION 9 CODE OF ETHICS

9.1 The Consultant and its employees shall be bound by the provisions of the City Code of Ethics provided in Sections 10-16 through 10-32 of the Code of the City of Sunrise, Florida, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this Section 9.1 into any subcontract.

SECTION 10 OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data entered into by the Consultant for a project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the City.

10.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications, and all other data pertaining to or prepared for the City or furnished by the Consultant pursuant to this Agreement or any Project Agreement or Letter Agreement shall be and shall remain at all times, throughout the Project and thereafter, the property of the City, whether the project for which they are made is completed or not, and shall be delivered by the Consultant to City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Consultant shall have the right to keep one record set of the documents upon completion of the work; however, in no event shall the Consultant use, or permit to be used, any of the documents without the City's prior written authorization. Any reuse of such documents by the City without the written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk.

10.3 At the conclusion of its work and before final payment, or from time to time as may be required by the City, the Consultant shall release and deliver to the City any and all such originals; provided, however, that the Consultant may, with the City's approval, reproduce such originals for the purpose of the Consultant's record file of the work. The Consultant shall not sell, copy, or reuse any drawings in total or in part for any other project, except with the prior written permission of the City.

10.4 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as an engineer, as appropriate, in the State of Florida.

SECTION 11 RECORDS/AUDITS

11.1 Consultant shall maintain and shall require its subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of

all expenses incurred based on actual costs and of all property acquired or disposed of hereunder. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. The Consultant shall remit promptly to the City the amount of any adjustment resulting from audit.

11.2 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement or Letter Agreement.

SECTION 12 NO CONTINGENT FEE

12.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the City shall have the right to terminate this Agreement or any Project Agreement or Letter Agreement, without liability, and at its sole discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13 INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees or subcontractors of the Consultant who shall be subject to supervision by the Consultant, and who shall not be deemed officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Consultant and not City.

SECTION 14 INDEMNIFICATION/HOLD HARMLESS

14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in performance of this Agreement. This indemnification shall survive the term of this Agreement.

14.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

SECTION 15 INSURANCE

15.1 Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times 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 Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Except for Professional Liability, any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.

15.1.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** each occurrence, **$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

15.1.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

15.1.3 Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$5,000,000** per claim, **$5,000,000** annual aggregate, or a **$5,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

15.1.4 Additional Insured: The Consultant 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 GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Consultant's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

15.1.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein except Professional Liability. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to

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

15.1.6 Certificate(s) of Insurance: Consultant 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 City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant 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, Consultant agrees to notify the City by fax and email as set forth in this Section 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 address shall read:

City of Sunrise
Attn: Risk Manager
City of Sunrise
10770 W. Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351
Fax: (954) 572-2278
Email: riskmanagement@sunrisefl.gov

15.1.9 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that 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 of its poor financial condition or failure to operating legally.

SECTION 16 REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City's Utilities Director or Deputy Utilities Director, unless designated otherwise by the City Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant appoints Rafael E. Frias III, as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17 ALL PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18 SUBCONSULTANTS

18.1 The Consultant has presented the firms shown on EXHIBIT "D" attached hereto and made a part hereof, to the City to act as ongoing subconsultants during the term of this Agreement, and the City hereby approves Consultant's use of said firms.

18.2 In the event the Consultant requires the services of any other subconsultant or subcontractor not identified on EXHIBIT "D" in connection with services covered by this Agreement, any Project Agreement or any Letter Agreement, the Consultant must secure the prior written approval of the Utilities Director or designee.

18.3 Any subcontract with a subcontractor or subconsultant shall afford to the Consultant rights against the subcontractor or subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination as set forth herein.

18.4 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 19 NOTICES

19.1 Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or other commercial overnight delivery services, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

Utilities Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
(954) 888-6055

WITH A COPY TO:

City Attorney
City of Sunrise
City Attorney's Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

Procurement Manager
City of Sunrise
Purchasing Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2274

FOR CONSULTANT:

Rafael E. Frias III
Black & Veatch Corporation

3111 North University Drive, Suite 700,
Coral Springs, FL 33065
(754) 229-3049

SECTION 20 TRUTH-IN NEGOTIATION CERTIFICATE

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

SECTION 21 GOVERNING LAW/JURISDICTION/VENUE

21.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 14, 5.2, and 30, should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation 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 22 HEADINGS

22.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 23 EXHIBITS

23.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 24 COUNTERPARTS

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 25 WORDS AND PHRASES

25.1 Where the words "required," "approved," "approval," "satisfactory," "determined," "acceptable," or words of like import are used in this Agreement, action by the City is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement. Wherever it is provided in the Agreement that the Consultant shall perform certain work "at its own expense," or "without charge," or that certain work will not be paid for separately, such words mean that

the Consultant shall not be entitled to any additional compensation from the City for such work.

SECTION 26 NOTICE OF COMMENCEMENT/NOTICE TO PROCEED

26.1 Consultant shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the City; and 2) Consultant has received a City Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the City for provision of services under a Project Agreement or Letter Agreement. The City shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this Section.

SECTION 27 TIME IS OF THE ESSENCE

27.1 All limitations of time set forth in this Agreement or any resulting Project Agreement or Letter Agreement are of the essence.

SECTION 28 CLAIMS BY CONSULTANT

28.1 All claims by the Consultant, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the Consultant, and all questions as to compensation and to extension of time shall be submitted in writing to the City's representative. The Consultant shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so. All determinations, instructions, and clarifications of the City shall be final unless the Consultant files a written protest with the City Manager within fourteen (14) calendar days after the City's representative notifies the Consultant of any such determination, instruction, or clarification, which written protest shall state clearly and in detail the basis of the protest. The City Manager's decision shall be final.

28.2 The City Manager will issue a decision upon such protest. At all times during the protest period, the Consultant shall proceed with the work in accordance with determinations, instructions, and clarifications of the City's representative. The Consultant's failure to protest the City's representative's determinations, instructions, clarifications, or the City Manager's decision within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise.

28.3 It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) except as specifically set forth in Subsections 28.1 and 28.2 above, shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

28.4 The Consultant shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the City to justify and substantiate such claims. The Consultant shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge. It is agreed that under no circumstances

shall the Consultant be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed in writing by the City.

SECTION 29 CONSULTANT'S STANDARD OF CARE

29.1 Consultant represents that Consultant's services shall be performed with that degree of skill and judgment which is normally exercised by recognized professional engineering firms performing services of a similar nature, and that the services shall be performed and shall conform to generally accepted engineering firms' standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation and shall pay all costs and expenses associated with correcting said services or work including any additional testing, inspections, corrections, or construction.

SECTION 30 PATENT INDEMNITY

30.1 Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, save harmless the City and the City Commissioners, City officers, and employees (collectively "City Indemnified Party") from and against damages, costs, expenses and attorneys' fees where recoverable by law incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement documents prepared by the Consultant.

SECTION 31 FORCE MAJEURE

31.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, floods, earthquake, tornado, act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above, which is not reasonably within the control of the party claiming Force Majeure.

31.2 The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure which prohibits performance by the Consultant for more than sixty (60) days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder.

SECTION 32 SUSPENSION

32.1 The City may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under this Agreement. The Consultant will be notified of such decision by the City in writing. The order shall be specifically identified as a stop work order under this Section. Upon receipt of the order, the Consultant shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of suspension.

32.2 Upon receipt of any such notice, the Consultant shall, unless the notice requires otherwise, do the following:

A. Immediately discontinue work on the date and to the extent specified in the notice;
B. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
C. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
D. Continue to protect and maintain the services including those portions on which services have been suspended.

32.3 As full compensation for such suspension, the Consultant shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

A. An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the services which have been suspended; and
B. If, as a result of any such suspension of services, the cost to the Consultant of subsequently performing services is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of services.

SECTION 33 RECORD DRAWINGS AND SPECIFICATIONS

33.1 During construction, the Consultant may be required, in accordance with an individual Project Agreement or Letter Agreement, to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

33.2 A review of the markup record drawings at the construction site will be conducted at the progress meeting.

SECTION 34 ORDER OF PRECEDENCE

34.1 In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

A. Project Agreement or Letter Agreement
B. Continuing Services Agreement
C. RFQ
D. Response to RFQ

SECTION 35 SUCCESSORS AND ASSIGNS

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

SECTION 36 CONSULTANT'S PERSONNEL

36.1 The presence or duties of the Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such construction work. The Consultant and the Consultant's personnel shall report to the City any health or safety deficiencies of the construction contractor(s) or other entity or any other person at the construction site that Consultant's personnel actually observe.

SECTION 37 SEVERABILITY

37.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid of unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 38 ENTIRETY OF AGREEMENT

38.1. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

SECTION 39 THIRD PARTY BENEFICIARIES

39.1 It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant and that there are no third party beneficiaries under this Agreement.

SECTION 40 PUBLIC RECORDS

40.1 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 this 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

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 CONSULTANT 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 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 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 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. If the CONSULTANT fails to comply with the requirements in this Section 40, the CITY may enforce these provisions in accordance with the terms of this 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 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).

SECTION 41 DISCRMINATORY VENDOR LIST

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

SECTION 42 PUBLIC ENTITY CRIMES

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

SECTION 43 SCRUTINIZED COMPANY

43.1 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.

43.2 Pursuant to Section 287.135, in the event the Agreement 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.

43.3 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 44 E-VERIFY – EMPLOYMENT ELIGIBILITY

44.1 Contractor warrants and represents that it is complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify 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.

44.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

44.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with

the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

44.4 If City terminates this Contract pursuant to the subsection 44.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

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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 Black & Veatch Corporation by and through its Associate Vice President, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

11th day of May, 2021.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

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

CONSULTANT

BLACK & VEATCH CORPORATION.

BY: _____
Rafael E. Frias III

TITLE: Associate Vice President

16th day of April, 2021.

AUTHENTICATE:

_____
Corporate Assistant Secretary

Andrea Bernica, Assistant Secretary
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

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

EXHIBIT "A"

Scope of Services

The scope of this Agreement is presently planned to consist of one of more of the following specific projects. However, the exact specifications and location for each proposed project are subject to change by the City prior to execution of each Project Agreement or Letter Agreement. If any of the below listed projects do not meet the threshold of the Consultants Competitive Negotiation Act, the City reserves the right, at its sole discretion, to utilize the services of another Consultant to complete the particular project:

The following work associated with this Continuing Services Agreement (CSA) may contain new or improvements to existing grading, paving, drainage, underground utilities, and above ground utilities (projects may have accessory structural, electrical, and/or landscaping associated with the work):

1. Reconstruction projects following extreme weather events and other disasters including acts of terrorism.
2. Projects identified in the City of Sunrise 2019 Water and Wastewater Master Plan.
3. Projects identified in the City of Sunrise Capital Improvement Program Budget for the duration of the term of the Agreement.
4. Water Infrastructure Projects at existing, new or future sites to meet codes, rules, regulations or demands in accordance with the 2019 Master Plan or periodic updates or analyses through the term of the Agreement.
5. Improvements and expansions to existing Water Treatment Plants and wellfields to include the:
   a. Springtree 24 Million Gallons per Day (MGD) Lime Softening Water Treatment Plant (WTP) with Biscayne wellfield, Aquifer Storage and Recovery (ASR) well and storage tanks; includes new aerators, filter demolition, new plant piping and high service pumps
   b. Sawgrass 18 MGD Nanofiltration WTP with Biscayne wellfields (Flamingo & Arena), storage tanks and a concentrate disposal well; includes transfer pumps, relocation or modifications to ozone systems, new or modified degasifiers and concentrate recovery
   c. Southwest 2 MGD Lime Softening WTP with Biscayne wellfield and storage tanks; includes new generator, buildings, switchgear and electrical systems
6. Improvements and expansions to existing Storage and Pumping Facilities to include the:
   a. Indian Trace Storage Tank & High Service Pumping Station; includes new high service pumps, generator, fill lines and transmission mains
   b. Bonaventure Storage Tank & High Service Pumping Station; includes new high service pumps, generator, fill lines and transmission mains
7. New Water Treatment Plants to include the following:
   a. Park City Reverse Osmosis WTP with Floridian wellfield, raw mains, storage tanks, high service pumping station and transmission mains.
   b. Sawgrass Reverse Osmosis WTP with Floridian wellfield and raw water mains.
   c. Southwest Nanofiltration or Reverse Osmosis WTP with storage tanks, Biscayne or Floridian wellfield, high service pump station and transmission mains.
8. Water Infrastructure Projects at existing, new or future project sites may include the following:
   a. New wells, test wells, monitoring wells, ASR wells, recharge wells and injection wells

b. Rehabilitation and replacement of wells, abandonment of wells and monitor wells, ASR recharge testing, well pumps, raw water mains and wellfields.

9. Miscellaneous repairs, improvements, replacements, additions and upgrades to engineered utility operational structures (no offices or administration buildings), metal systems, coatings, HVAC and mechanical systems, membranes, piping, valves, pumps, drives, electrical, computers, instrumentation and controls, programming, software, sensors and equipment.

10. Various water, wastewater, administrative or support facility site work or security systems including landscaping, irrigation, asphalt paving, concrete sidewalk, curbs and wheel stops, pavement markings, signs, fencing, lights, cameras and equipment.

11. Chemical systems and tank replacements and/or improvements.

12. Control systems and PLC testing, upgrades and replacements.

13. Improvements, replacements and new biosolids or lime sludge solids residual management systems.

14. Periodic updates to aquifer (groundwater), water storage, pumping and distribution system, and wastewater models and related calibrations, QA/QC and optimization analyses.

15. Improvements and expansions to storage tanks, high service pumps and distribution systems to include fire hydrants and transmission mains as indicated in the 2019 Water & Wastewater Master Plan or periodic model updates to address fire flows, Florida Administrative and other local or regional Codes, rules, regulations or demands through the term of the Agreement.

16. New permits, permit tracking, permit compliance monitoring and permit renewals for water or wastewater infrastructure or facilities including Water Use Permit modifications.

17. Alternative Water Supplies (AWS), including recycle, reclaimed water, recharge and reuse alternatives, investigations and projects to include irrigational reuse and distribution, groundwater recharge, surface water discharge, infiltration basins, irrigation, etc.

18. Water and air quality and quantity standards, customer questionnaires/notifications, plans, surveys, assessments, sampling, testing, monitoring, compliance and improvements to meet existing and new rules, regulations and codes to include IDSE hydraulic network calibration and sampling.

19. Utility Atlas Updates, CADD, GIS, SCADA, database, asset and information management services.

20. Provide construction and operation and maintenance cost estimating, rate studies, fee analyses, cost economic analyses, feasibility studies, leakage/water loss analyses, conservation/demand management studies, public education, risk assessments including transmission and distribution criticality analyses, process and system optimization analyses, treatment technologies studies pilot testing and analyses, constructability reviews, construction management services (CMS), value engineering and quality assurance/quality control (QA/QC) reviews for water and wastewater projects, reports and analyses.

21. Provide modeling, design and construction services for wastewater lift stations and forcemains projects

22. Engineering Consultant shall be capable of providing the complementary services for water or wastewater services for those projects in which the City, in its sole discretion, deems it more economical and expedient to utilize the services of that consultant to design the

facilities as one project. (e.g. Wastewater consultant designing a lift station must also provide water service to that station for cleaning it).

23. Springtree W & WW Facility Improvements to include new Perimeter Buffer wall.

24. New Sawgrass W & WW Equipment Maintenance Building and cooling tower.

25. Wastewater Infrastructure Projects at existing, new or future sites to meet codes, rules, regulations or growth in accordance with the 2019 Water & Wastewater Master Plan, future development or periodic updates or analyses through the term of the Agreement.

26. Improvements and expansions to the existing Wastewater Treatment Plants to include the:
    a. Springtree 12 MGD WWTP with flow measurement, pretreatment/screening and grit removal, flow splitting, secondary conventional activated sludge treatment/aeration basins, blowers/ building/systems, clarifiers/scum systems, return activated sludge (RAS)/waste activated sludge (WAS)/sludge pumps, WAS and sludge thickening/ mixing holding tanks, chlorine contact basin, disinfection/sodium hypochlorite/ chemical/odor control system, effluent equalization tank/effluent pumps/flow measurement and sludge thickening/gravity belt thickeners/building and to include new thickening, dewatering, drying and biosolids disposal facility or capacity (located elsewhere) and upgrades to the effluent equalization tank, flow measurement and effluent pumps.
    b. Sawgrass 20 MGD WWTP including flow measurement, pretreatment/screening and grit removal, flow splitting, secondary conventional activated sludge treatment with surge tanks, aeration basins, blowers/buildings/systems, clarifiers/scum systems, disinfection/chlorine contact basin, sodium hypochlorite/chemical/odor control systems, effluent injection wells/ pump systems, RAS/WAS/seed and influent pumps and biosolids treatment with WAS and dissolved air flotation (DAF) sludge thickening, mixing and holding tanks, demolition of autothermal thermophilic aerobic digesters (ATAD) system and sludge dewatering building/belt filter press and wet scrubber towers/odor control/ventilation system/blowers and to include new thickening, possible digestion, dewatering, drying and biosolids disposal facility and effluent injection pump system, flow measurement and motor control centers (MCC's).
    c. Southwest 1 MGD WWTP with influent flow measurement, pump station, pretreatment/ screening, oxidation ditches/aerators, primary/secondary aerobic sludge digesters/aerators, disinfection/odor control/sodium hypochlorite/chemical/ferrous sulfate storage/metering/ pumping facility and systems, secondary clarifiers/scum systems, tertiary clarifier/chlorine contact deep bed sand filtration and high level disinfection process, and percolation ponds , and potential deep injection well disposal facility.

27. Improvements and expansions to existing Wastewater Collection/ Pumping Systems to include: Two Hundred and Sixteen (216) Existing Wastewater Collection, Lift Station and Booster Station Pumping Facilities and forcemains to include SCADA systems, generators and forcemain systems from the Lift Stations to the Wastewater Treatment Plants (WWTP's).

28. Demolition and disposal of facilities at existing Wastewater Treatment Plants and systems to include the Melaleuca WWTP and site appurtenances.

29. New Wastewater Treatment Plants or Reuse Facilities that may include the following:
    a. Park City Scalping WWTP with storage, pumping, recharge, distribution and/or irrigation systems.

b. Southwest Booster Pump Station, forcemain and Repumping Station or Reuse WWTPs with storage, pumping, recharge, distribution and/or irrigation systems.
c. Sawgrass Reuse WWTP with storage, pumping, recharge, distribution and/or irrigation systems.
d. Springtree Reuse WWTP with storage, pumping, recharge, distribution and/or irrigation systems.
e. Scalping or Reuse WWTP's at various locations with storage, pumping, recharge, distribution and/or irrigation systems.
f. Injection, recharge wells or systems at various locations with treatment, storage, pumping, distribution and/or systems.

Wastewater Infrastructure Projects at existing, new or future project sites may include the following:

30. Construction, rehabilitation, inspections, testing, replacement and abandonment of monitoring, recharge, test and injection wells, on-site lift stations, effluent and plant service water pumps, piping and valve systems, gates, screens, weirs, baffles, rakes, mixers, diffusers, ejectors, compressors, conveyors, scrubbers or grit, odor control, dewatering or mechanical equipment.

31. Miscellaneous repairs, improvements, replacements, demolitions, additions, testing, inspections, analyses and upgrades to buildings, reinforced concrete and metal structures, tanks, basins and systems, fuel storage/systems, stucco/drywall, fiberglass reinforced plastic piping/ductwork, painting/coatings, HVAC, duct/mechanical systems, roofing systems, MCC's, drives/VFD's, electrical/power/generators/heat exchangers, transfer switches, cables and equipment.

32. Various wastewater, water, administrative or support facility site work or security systems including landscaping, irrigation, site piping, asphalt paving, concrete, sidewalk, curbs, wheel stops, pavement markings, signs, fencing, lighting, cameras equipment and systems.

33. Chemical storage, mixing, transfer, recirculation and feed pumps and systems.

34. Flow measurement, automatic composite sampling, monitoring, instrumentation/controls, transmitting, trending and alarm systems, computers, programming, hardware/software, monitors, sensors, analyzers and PLC and control systems testing, validation, upgrades and replacements.

35. Improvements, demolition, replacement or new biosolids and residuals management systems.

Other projects of a specified nature may include:

36. Periodic updates to wastewater, reuse and water models to include calibration, quality assurance/quality control (QA/QC), software upgrades and optimization analyses.

37. Improvements and expansions to lift stations, forcemains, effluent, water and reuse lines to include storage tanks, pumps, distribution and collection systems as indicated in the 2019 Master Plan or periodic model updates to meet fire flows, codes, rules, regulations, growth, development or demands through the term of the Agreement.

38. New permits, permit tracking, permit compliance monitoring and permit renewals for wastewater or water infrastructure or facilities including Alternative Water Supply facilities and Water Use Permit modifications and programs.

39. Alternative Water Supplies (AWS) including recycle, reclaim, recharge and reuse alternatives, investigations and projects to include groundwater recharge, surface water discharge, infiltration basins, irrigation, distribution and pumping systems, etc.

40. Wastewater and air quality and quantity standards, customer questionnaires/notifications, plans, surveys, assessments, sampling, testing, monitoring, compliance and improvements to meet existing and new rules, regulations and codes, growth and development to include network, plants, plant processes or systems modeling, calibration, testing and sampling.

41. Utility Atlas Updates, CADD, GIS, SCADA, database, asset and information management services.

42. Provide construction and operation and maintenance cost estimating, rate studies, fee analyses, cost economic analyses, feasibility studies, infiltration/inflow analyses, conservation/reuse/ pollution abatement studies, public education, risk assessments including criticality, process and system optimization analyses, treatment technologies studies, pilot testing and analyses, constructability reviews, construction and program management services, value engineering and quality assurance/quality control (QA/QC) reviews for wastewater and water projects, reports and analyses.

43. Provide modeling, design and construction services for water transmission, distribution and fire protection projects in which the City, in its sole discretion, deems it more economical or expedient.

44. Miscellaneous installation of new, and modifications or repairs to: water, wastewater, wastewater reuse, or natural gas infrastructure (including but not limited to gravity sanitary sewer lines, forcemains, watermains, lift stations, water services and metering) both in existing rights of way and on City owned property including related work such as paving, storm drainage, bridges and aerial crossings as well as associated landscaping, and irrigation, with a construction value up to $4,000,000, as required for project or $500,000 for studies not described in Items 1 through 43 above.

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EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

The maximum raw salary rate is the maximum amount per hour the Consultant can bill the City for each individual employee category. If the raw salary of an employee is less than what is listed in Exhibit "B", then the Consultant can only bill up to that lesser amount. An employee's hourly rate will be calculated by multiplying the employee's raw salary rate by an overhead factor of 2.9. In the event the resulting number exceeds the maximum hourly rate for that employee category, then the maximum hourly rate will be used instead of the employee's hourly rate.

Employee Category	Maximum Raw Salary Rate	Overhead Factor	Maximum Hourly Rate
Company Officer	$ 99.00	2.9	$ 287.10
Technical Expert	$ 99.00	2.9	$ 287.10
Senior Principal Professional	$ 86.00	2.9	$ 249.40
Principal Professional	$ 75.00	2.9	$ 217.50
Supervising Professional	$ 71.00	2.9	$ 205.90
Senior Professional	$ 60.00	2.9	$ 174.00
Professional	$ 52.00	2.9	$ 150.80
Assistant Professional	$ 41.00	2.9	$ 118.90
Associate Professional	$ 38.00	2.9	$ 110.20
Senior Designer	$ 55.00	2.9	$ 159.50
Designer	$ 36.00	2.9	$ 104.40
Senior Technician	$ 46.00	2.9	$ 133.40
Technician	$ 34.00	2.9	$ 98.60
Senior Inspector	$ 51.00	2.9	$ 147.90
Inspector	$ 41.00	2.9	$ 118.90
Senior Administrator	$ 37.00	2.9	$ 107.30
Administrative Assistant	$ 30.00	2.9	$ 87.00
Secretarial	$ 25.00	2.9	$ 72.50
Clerical	$ 22.00	2.9	$ 63.80

Examples of Hourly Rate Computation:

Example 1: Professional - Employee Actual Raw Salary Rate = $42 / hour
Actual Raw Salary Rate of $42 < Maximum Raw Salary Rate of $52; therefore, use Actual Raw Salary Rate of $42.
Actual Raw Salary Rate x Overhead Factor = Hourly Rate
$42/hour x 2.90 = $121.80 Hourly Rate

Example 2: Professional - Employee Actual Raw Salary Rate = $53 / hour
Actual Raw Salary Rate of $53 > Maximum Raw Salary Rate of $52; therefore, use Maximum Raw Salary Rate of $52
Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
$52/hour x 2.90 = $150.80 Hourly Rate

EXHIBIT "C"

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BLACK & VEATCH CORPORATION

For

TITLE OF PROJECT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Black & Veatch Corporation ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated _____, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated _____, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS

2.4.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 60% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 ONE HUNDRED PERCENT DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and

shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project. This can begin when the design documents are approximately 90% complete.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format. The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and

be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

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

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

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

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such

services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the

Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages 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:

Phase 1	$_____
Phase 2	$_____
Phase 3	$_____
Phase 4	$_____

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

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

NAME	FUNCTION
Name of Individual	Title of individual

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 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce

the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Phase Description	$XXX,XXX	XX%
Phase Description	$XXX,XXX	XX%
Phase Description	$XXX,XXX	XX%

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

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed $_____ without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida;

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

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through _____, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "C"

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 Black & Veatch Corporation, signing by and through its Associate Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

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

EXHIBIT "C"

CONSULTANT

_____

By: _____

____ day of _____, 20__.

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "C"

EXHIBIT "1"

SCOPE OF SERVICES

EXHIBIT "C"

EXHIBIT "2"

PROJECT SCHEDULE

EXHIBIT "D"

SUBCONSULTANTS LIST

SURVEYING: Stoner & Associates, Inc.

GEOTECHNICAL: Nutting Engineers, Inc.

ENVIRONMENTAL SCIENCES: E Sciences, Incorporated

EXHIBIT "E"

COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Consultant, as compensation for the consulting services provided for in this Agreement, an amount to be negotiated by the City and the Consultant, in accordance with the provisions of this Agreement and the City Ordinances and/or policy.

1. **METHOD OF BILLING AND PAYMENT**

1.1 The Consultant shall submit invoices no more frequently than once per month to the City's Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Section 4 below.

1.2 The City agrees that it will make its best efforts to pay the Consultant within twenty (20) calendar days of receipt of the Consultant's correct statement as provided herein.

1.3 Payment will be made to the Consultant at the following address:

Black & Veatch Corporation
P.O. BOX 803823
Kansas City, MO 64180-3823

2. **INVOICES**

Consultant invoices must consist of the following:

2.1 **FOR PROJECT SUM WORK/SERVICES**

A. Project Number and Project Name assigned by City
B. Date
C. Billing Period
D. Invoice Number
E. Purchase Order Number
F. Phase of work as set forth in the work authorization and the estimated percentage of work completed. Billings for each phase shall not exceed the amount allocated to said phase. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.
G. Amount billed to date on previous invoices
H. Amount paid to date on previous invoices
I. If multiple City accounts are used, allocation of work to each account.
J. Beginning and ending balance amount
K. When requested by City, Consultant shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.2 Invoices shall be accompanied by such supporting documentation as the City may from time to time reasonably request. Supporting documentation for Reimbursable Costs shall include, but not be limited to the following:

A. Labor costs shall be supported by a description of the work performed during the invoiced period, if requested, as agreed to by the City, and by person.

B. Billings by the Consultant for the City-approved services, expenses, and other costs for outside commitments, of vendors, suppliers and subconsultants shall be supported by copy of such third parties' original invoice and related supporting documentation.

C. Where authorized, billings for travel and per diem expenses excluding meals, shall be supported by travel expense reports. Travel expenses shall not exceed the amounts authorized by Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida.

D. The Consultant will prepare and the Consultant's Project Manager will sign each invoice submitted.

2.3 Consultant Pay Requests: The Consultant's payment requests for services shall, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the City that the services indicated in the invoice have progressed to the level indicated, have been properly performed as required herein, that the rates billed are correct and in accordance with the rates in EXHIBIT "B," that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

2.4 The City may withhold payment on items lacking proper support until such support is received and accepted by the City. Disputed items will be deducted from invoices by the City and referred to the Consultant for clarification to avoid delay in payment of undisputed items. Payment by the City of the Consultant's invoices shall be without prejudice to the City" right to audit the Consultant's invoices and to challenge the correctness of the invoice at any time thereafter.

2.5 As soon as practical after submission to the City of **1)** the Consultant's final statement supported by an invoice, and **2)** a certificate signed by the City's Representative that the work under this Agreement has been satisfactorily completed, the City shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under this Agreement. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payment to any and all subconsultants,

and all final specifications, plans or other documents as dictated in the Agreement. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

2.6 Payments otherwise due the Consultant may be withheld in an amount sufficient to satisfy any claim which the City may have against the Consultant.

2.7 The Consultant shall promptly repay to the City, within thirty (30) days after receipt of the City's request, any overpayment by the City.

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EXHIBIT "F"

Sunrise Account No.: _____

Sunrise Project No.: (if applicable)_____

PROJECT TITLE

Letter Agreement No. LA____

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Black & Veatch Corporation ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated _____, this Letter Agreement authorizes the Consultant to provide the services as set forth below. The City and the Consultant hereby agree as follows:

A. INCORPORATION OF CONTINUING SERVICES AGREEMENT

1. All terms and conditions of the Continuing Services Agreement between the City and the Consultant, not specifically modified by this Letter Agreement shall remain in full force and effect and are incorporated into and made a part of this Letter Agreement by this reference as though set forth in full.

B. SCOPE OF SERVICES: The Consultant will perform the following:

1. Provide a general description of the work. The last sentence of the description to read, "The work under this Letter Agreement shall include the following specific tasks:"

   a) _____

   b) _____

2. If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

C. TERM AND TERMINATION

1. This Letter Agreement shall be effective on the date it is executed by the last party to execute it and shall be effective for a period of two (2) years from the date of execution.

2. This Letter 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 Letter 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.

3. This Letter 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 Letter 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 and Section F of this Letter Agreement.

4. 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:

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

   b. Consequential damages;

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

   d. 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;

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

   f. Damage or loss caused by delay.

D. DELIVERABLES

1. _____
2. _____

E. SCHEDULE

1. Upon receipt of the fully executed Purchase Order and Letter Agreement, the Consultant shall commence services to the City, 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 Letter Agreement as EXHIBIT "1." 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, whichever shall last occur, shall constitute the Contract Time.

2. 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.

F. COMPENSATION

1. The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section F.2 below. Billings for each task shall not exceed the amount allocated to each phase.

2. Payment to the Consultant of the sum set forth in Section F.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

   Task Description ..... $XXX,XXX

   Task Description ..... $XXX,XXX

   Task Description ..... $XXX,XXX

G. BILLING AND PAMENTS TO CONSULTANT

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.

H. KEY CONSULTANT PERSONNEL

_____

_____

_____

I. SEVERABILITY

1. If any term or provision of this Letter Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Letter 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 Letter Agreement shall be deemed valid and enforceable to the extent permitted by law.

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EXHIBIT "F"

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter Agreement on the respective dates under each signature: the City, signing by and through its (City Manager or Utilities Director), and by Black & Veatch Corporation, signing by and through its (Insert the Title of Person Authorizing Agreement), the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
(Insert "City Manager" or "Utilities Director")

____ day of _____, 20XX.

CONSULTANT:

By: _____
(Insert Name of Signatory)
(Insert Title of Signatory)

EXHIBIT "F"

EXHIBIT "1"

PROJECT SCHEDULE

CITY CLERK
CITY OF SUNRISE
2021 MAY -6 PM 2:54

SUNRISE, FLORIDA

RESOLUTION NO. 21-43

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND BLACK & VEATCH CORPORATION FOR WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES PROJECTS CONSULTANT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of six (6) qualified firms or individuals to provide water, wastewater, wastewater reuse and natural gas utilities projects consultant services; and

WHEREAS, on January 12, 2021 the City Commission approved Resolution No. 21-4 authorizing staff to negotiate Continuing Services Agreements (CSA's) and hourly rates with the top six (6) ranked firms resulting from Request for Qualifications (RFQ) 20-03-05-VH; and

WHEREAS, staff met with Black & Veatch Corporation and agreed upon hourly rates that are fair, reasonable, and within industry standards; and

WHEREAS, the CSA establishes the terms and conditions for Project Agreements or proposals for specific projects or services.

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

Section 1. A "Continuing Services Agreement between the City of Sunrise and Black & Veatch Corporation for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Consultant Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. Pursuant to Section 2.3 of the CSA, the City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed

$10,000. The City Manager and the Utilities Director shall provide the City Clerk with copies of their executed Letter Agreements.

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

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE · FLORIDA · CORPORATE SEAL 1961 MUNICIPAL CORPORATION

MOTION: SCUOTTO
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency

~~Kimberly A. Kisslan~~
Thomas P. Moss
Deputy City Attorney

Detail by Entity Name

Foreign Profit Corporation
BLACK & VEATCH CORPORATION

Filing Information

Document Number	F98000006965
FEI/EIN Number	43-1833073
Date Filed	12/22/1998
State	DE
Status	ACTIVE

Principal Address

11401 LAMAR
OVERLAND PARK, KS 66211

Changed: 04/25/2012

Mailing Address

11401 LAMAR
OVERLAND PARK, KS 66211

Changed: 11/01/2001

Registered Agent Name & Address

C T CORPORATION SYSTEM
% C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/25/2004

Address Changed: 10/25/2004

Officer/Director Detail

Name & Address

Title CFO, Director

Williams, Michael
11401 LAMAR
OVERLAND PARK, KS 66211

Title Senior Vice President

HOFFMAN, ANGELA L
11401 LAMAR
OVERLAND PARK, KS 66211

Title CEO

Azar, Mario
11401 LAMAR
OVERLAND PARK, KS 66211

Title Associate Vice President

Hinkle, Kevin
11401 LAMAR
OVERLAND PARK, KS 66211

Title VP

Frias, Rafael
3111 North University Dr.
Suite 310
Coral Springs, FL 33065

Title VP

Friesz, James D
11401 LAMAR
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Annual Reports

Report Year	Filed Date
2024	04/12/2024
2025	03/28/2025
2025	12/02/2025

Document Images

12/02/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
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02/23/2017 -- ANNUAL REPORT	View image in PDF format
05/05/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
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05/04/2000 -- ANNUAL REPORT	View image in PDF format
05/12/1999 -- ANNUAL REPORT	View image in PDF format
12/22/1998 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4U **Meeting Date:** 2/24/2026

City Reference Number (C#): C26050

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Project Agreement 20-009-JR between the City of Sunrise and Joseph Roles and Assoc, Inc. Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26050

Third Amendment
Second Amendment
First Amendment
Project Agreement

Background:

The City of Sunrise Stormwater Pump Station No. 5 is located at 9140 Sunrise Lakes Boulevard. This pump station services drainage basin No. 5, which is approximately 312 acres in size and is bounded by Pine Island Road on the east, Nob Hill Road on the west, the South Florida Water Management District C-13 Canal on the north, and Northwest 27th Street on the south. This stormwater pump station, was constructed in 1973, has reached the end of its service life and requires replacement.

On March 10, 2020, the City Commission approved Project Agreement No. 20-009-JR between the City of Sunrise and Joseph Roles and Associates, Inc. (JRA) for the Stormwater Pump Station No. 5 Replacement project. Services included within the Project Agreement include engineering design, permitting, bidding services, and construction management services.

On January 28, 2022, the First Amendment to Project Agreement No. 20-009-JR was executed by the Director of Utilities to include additional services associated with acquisition of access easements necessary to construct the stormwater pump station improvements.

On December 18, 2025, the Second Amendment to Project Agreement No. 20-009-JR was executed by the Director of Utilities to include additional services associated with FPL electrical infrastructure to supply power to the stormwater pump station.

The construction project will be partially funded by Broward County's Mobility Advancement Program (Surtax) and by the Florida Department of Environmental Protection (FDEP). On January 25, 2022, the City of Sunrise Commission approved a State of Florida Department of Environmental Protection Standard Grant Agreement No. LPA0226 via Resolution No. 22-6. The City is receiving $500,000.00 from FDEP to be utilized for this Project. On September 10, 2024, the City of Sunrise Commission approved Interlocal Agreement (ILA) between Broward County and City of Sunrise for Surtax-Funded Municipal Transportation Project (SUNR-025.1) via Resolution No. 24-109. Additionally, on January 27, 2026, the City of Sunrise Commission approved an Amendment to the ILA with Broward County to increase the total maximum funding amount to $2,195,865.62.

Due to extended period needed for easement acquisition and subsequent coordination and execution of the Interlocal Agreement with Broward County, there was a significant delay in the bidding process. The three administrative extensions of the Project Agreement have been approved through March 10, 2026, to allow for completion of the bidding process.

On February 10, 2026, the City Commission approved the award of Bid No. 25-73-08-VH to Enco, LLC (Enco) for the construction of improvements of Stormwater Pump Station No. 5. Now that construction been awarded, an extension to the Project Agreement is necessary to align the Project Agreement term with the construction schedule, therefore requiring a Third Amendment to

the Project Agreement.

The Utilities Department is requesting approval of the Third Amendment to Project Agreement No. 20-009-JR to extend the agreement term until December 31, 2028, in accordance with the schedule of final completion of the project. This amendment will allow JRA to provide construction administration, oversight, inspection services, and other tasks authorized under the original project agreement. JRA is not seeking additional remuneration within this Amendment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Earl Prizlee Phone: 954-888-6002

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 "THIRD AMENDMENT TO PROJECT AGREEMENT 20-009-JR BETWEEN THE CITY OF SUNRISE AND JOSEPH ROLES AND ASSOC, INC. VALUE ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR RECONSTRUCTION OF STORMWATER PUMP STATION NO. 5"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 10, 2020, via Resolution No. 17-161-20-A, the City of Sunrise entered into Project Agreement Number PA-20-009-JR (Agreement) with Joseph Roles and Assoc., Inc. for the Stormwater Pump Station No. 5 Replacement Project; and

WHEREAS, on January 28, 2022, the parties entered into a First Amendment to the Agreement to include additional services associated with acquisition of access easements necessary to construct the pump station improvements; and

WHEREAS, on December 18, 2025, the parties entered into a Second Amendment to the Agreement to include additional services associated with FPL electrical infrastructure to supply power to the pump station; and

WHEREAS, a Third Amendment to the Agreement is necessary to extend the term until December 31, 2028, to provide additional time to complete the construction administration services.

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

Section 1. A "Third Amendment to Project Agreement 20-009-JR between the City of Sunrise and Joseph Roles and Assoc, Inc. Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5" (Third Amendment) is hereby approved. A copy of the Third Amendment is attached hereto and made part of this Resolution.

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

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

Third Amendment To

PROJECT AGREEMENT 20-009-JR

Between

THE CITY OF SUNRISE

And

JOSEPH ROLES AND ASSOC, INC.

Value Engineering Design and Construction Administration Services for

Reconstruction of Stormwater Pump Station No. 5

This Third Amendment to the Project Agreement under that certain Continuing Service Agreement dated November 29, 2017, between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Joseph Roles & Assoc., Inc. ("Consultant").

WHEREAS, a Project Agreement, No. 20-009-JR dated March 10th, 2020, was entered into between the City of Sunrise and Joseph Roles & Assoc., Inc. for professional engineering services for the value engineering design and construction administration services for reconstruction of Stormwater Pump Station No. 5, as authorized under the "Project Agreement"; and

WHEREAS, a First Amendment to the Project Agreement was entered into between the City of Sunrise and Joseph Roles & Assoc. on January 28, 2022 for additional design services; and

WHEREAS, a Second Amendment to the Project Agreement was entered into between the City of Sunrise and Joseph Roles & Assoc. on December 18, 2025 for additional design services; and

WHEREAS, the Capital Projects Director has executed three one-year extensions of the Project Agreement, extending its term until March 10, 2026, in accordance with Paragraph 7.1 of the Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement to December 31, 2028.

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 Third Amendment.

2. Under SECTION 7 of the Project Agreement is hereby amended as follows:

Amend paragraph 7.1 to add the language in underline and delete the language in ~~strikethrough~~, as follows:

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through December 31, 2028 ~~for a period of three (3) years from the date of execution hereof,~~ unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement~~. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms.~~ No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

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

4. 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 Amendment.

5. Effective Date. This Third Amendment shall be effective on the date executed by the City and shall continue in full force and effect through the date identified herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 duly authorized to execute same and by Joseph Roles and Assoc, Inc., signing by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

_____day of _____ , 20_____.

CONSULTANT

JOSEPH ROLES AND ASSOC, INC.

By:_____
Joseph W. Roles Jr., P.E.

_____day of _____ , 20_____.

Second Amendment To

PROJECT AGREEMENT 20-009-JR

Between

THE CITY OF SUNRISE

And

JOSEPH ROLES AND ASSOC, INC.

Value Engineering Design and Construction Administration Services for

Reconstruction of Stormwater Pump Station No. 5

This Second Amendment to the Project Agreement under that certain Continuing Service Agreement dated November 29, 2017, between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Joseph Roles & Assoc., Inc. ("Consultant").

WHEREAS, a Project Agreement, No. 20-009-JR dated March 10th, 2020, was entered into between the City of Sunrise and Joseph Roles & Assoc., Inc. for professional engineering services for the value engineering design and construction administration services for reconstruction of Stormwater Pump Station No. 5, as authorized under the "Project Agreement"; and

WHEREAS, a First Amendment to Project Agreement (First Amendment) was entered into between the City and Consultant; and

WHEREAS, the Capital Projects Director has provided three one-year extension of the Project Agreement, extending its term until March 10, 2026, in accordance with Paragraph 7.1 of the Agreement; and

WHEREAS, the Consultant has completed design drawings and specifications for construction for the replacement of Stormwater Pump Station No.5; and

WHEREAS, the parties wish to amend the Project Agreement.

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 Second Amendment.

2. Under SECTION 2 SCOPE OF SERVICES, Paragraph 2.1,

Replace Exhibit "1" with the attached, Second Amended Exhibit "1" to add the language in underline and delete the language in ~~strikethrough~~.

3. Under SECTION 5 BASIS OF COMPENSATION,

Amend paragraph 5.1 and 5.2 to add the language in underline and delete the language in ~~strikethrough~~, as follows:

5.1 The City shall compensate the Consultant for an amount not to exceed ~~$303,043.00~~ $312,452.00 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Task	**Cost**	**Percent**
Schematic Design	$45,000.00	~~14.9%~~ 14.4%
Design Development	$75,000.00	~~24.7%~~ 24.0%
Construction Documents	~~$59,543.00~~ $64,074.50	~~19.6%~~ 20.5%
Construction Administration	~~$119,000.00~~ $123,877.00	~~39.3%~~ 39.6%
Reimbursable Expenses	$4,500.00	1.5 %

4. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement and 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.

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 Amendment.

6. Effective Date. This Second Amendment shall be effective on the date executed by the City and shall continue in full force and effect through the date identified herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 Director of Utilities duly authorized to execute same and by Joseph Roles and Assoc, inc., signing by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Rodrigo de Castro P.E.

18th day of December, 2025.

CONSULTANT

JOSEPH ROLES AND ASSOC, INC.

By:_____
Joseph W. Roles Jr., P.E.

15 day of December, 2025.

SECOND AMENDED EXHIBIT "1"

SCOPE OF SERVICE

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Drainage Pump Station #5 services the Sunrise Lakes Subdivision, Phase 3 area in the City of Sunrise. The basin boundaries are Pine Island Road on the east, Nob Hill Road on the west, the South Florida Water Management District C-13 Canal on the north and approximately Northwest 27th Street on the South. The Pump Station #5 drainage basin area includes 312 acres, more or less.

The existing pump station, which is to be replaced, was permitted in 1973 by the Central and Southern Florida Flood Control District (now the South Florida Water Management District (SFWMD)) as a right-of-way permit with a defined discharge limitation of 26,000 gallons per minute (58 CFS). It was constructed the same year. In service for 47 years, the existing pump station has far exceeded its service life and requires replacement. The station has three (3) belt driven 24" axial flow angle pumps, powered by natural gas fueled internal combustion engines. The natural gas used to fuel the engines is supplied by a City of Sunrise gas system main. The existing station operation is restricted by permit to two pumps only, with the third pump used as a spare in the event one of the operating pumps fails. Significant corrosion is apparent in the pumps, piping and steel sheet piling support structure of the station. The station has a manually cleaned bar screen to keep vegetation and debris from entering the pumps, but the bar screen placement makes cleaning and clearing the screen extremely difficult. The station has a 72-inch diameter corrugated metal bypass pipe to allow the basin to drain by gravity when not pumping. This bypass pipe was originally equipped with a flap gate backflow valve to allow only one directional flows from the basin to the C-13 Canal. At some point in the past, due to deterioration, the flap gate failed and is no longer in place so that the pumps cannot presently be used to manage the basin. Without the flap gate in place the pump discharge can return to the basins through the bypass pipe rather that be directed to the C-13 canal. This situation means that there is urgency in replacing the pump station to restore storm water management control to the basin. At its present location the existing pump station is difficult to access for service and operation so a better site location is desired. There is also a need to establish a permanent, all weather access route to the station.

The replacement of Pump Station #5 will require construction of a new pump station at a more convenient location, equipped with a modern pumping system and features. Consistent with other replacement drainage pump stations in the City, the replacement station will be designed with electric submersible pumps, which will facilitate easier maintenance, removal and replacement of the pumps. Additionally, an automatic raker system will be installed for the station bar screens to facilitate continuous weed and debris control. An upgraded gravity bypass backflow control will use a positive closure sluice gate valve, rather than a flap gate valve. The station will also accommodate the use of a backup power system in the event of a power grid failure, as sometimes occurs in hurricanes. The system will have a SCADA system for remote monitoring and control. The design and permitting will focus on maintaining the original permit conditions with regard to pump capacity, which is "grandfathered "by the original Pump Station #5 right-of-way permit. A more suitable, and permanent pump station access route will also be pursued with South Florida Water Management District and the condominium associations.

The general Scope of Work to design, permit and provide construction engineering inspection services is as follows:

Part 1 - Project Engineering Design and Construction Documents & Permitting

Item 1-1 - Research and Data Collection
Research available data related to the existing pump station #5. Work will include:

- Field review and investigate the general features and conditions of the existing pump station and the site limitations for the proposed replacement pump station.

- Research and review existing permits and permit limitations. Design approach will be to match the "grandfathered" pump station conditions, which are more favorable than current discharge allowances. Research will include review of City of Sunrise plans, previous replacement design plans (not implemented) and, South Florida Water Management District files.

- Meet with SFWMD Right-of Way staff regarding temporary construction access, permanent pump station access and utility routing in the SFWMD R/W. Establish SFWMD conditions for the pump station discharge into the C-13 canal. Meet with SFWMD and County staff regarding replacement station permitting requirements.

- Updated topographic survey of the pump station site, including the existing station will be provided by the City with our coordination. The survey will include new location and pipe routing to the C-13 canal discharge and existing utilities, as well as cross sections of the intake channel and cross sections of the C-13 canal at the discharge point and 100 feet upstream and downstream. The survey should also include the route for temporary construction access and station permanent access and proposed utility routes. The survey will also need to establish project horizontal and vertical control for all construction.

Item 1-2 : Engineering Design and Plans Preparation:
Prepare engineering design calculations and plans for permitting, bidding and construction of the pump station replacement as follows:

- Prepare conceptual replacement pump station design plan and profile for concept approval by the City of Sunrise and for preliminary discussion with SFWMD. Conceptual plan will address general pump station configuration, construction access and permanent access, required construction easements or permanent easements, use of the SFWMD right-of-way for electric utility service to the new pump station and pipe flow routing from intake structure to discharge structure.

- Prepare Design for temporary drainage bypass system to maintain basic basin drainage during construction. Provide sediment control plan and construction fencing plans.

- Prepare demolition and disposal plans for removal of the existing drainage pump station #5.

- Prepare plan for construction cofferdam and dewatering plan (cofferdam design by contractor)

- Prepare Final Design Plans for replacement of Pump Station, including:
  Three (3) new electric submersible pumps (two active, one spare),
  Electrical Controls for pumps, raker system and stand by portable generator and City specified SCADA system.

Intake channel improvements, Intake Structure and Intake Piping, Intake channel stabilization and Intake channel retaining wall system.
Intake bar screen automatic raker system.
Precast pump chamber, pump discharge piping and precast back flow control structure with pump discharge flap gate assemblies.
Gravity bypass piping, bypass structures and sluice gate valve control.
System outfall pipe, headwall and C-13 Canal improvements.
Electric service conduit alignment (FP&L system - conduit installed by contractor).
Pump Station permanent access (SFWMD R/W or through community easement.)
Boat ramp if feasible or alternate maintenance boat access.
Prepare on-grade concrete paving, parking area and ground treatment plans as appropriate, site fencing and sodding and community landscape buffer.
Prepare Takeoff and Quantity Tabulation and Cost Estimates
Prepare Contract Bid documents including bid forms and Special Conditions and Technical Specifications.
Provide technical assistance and coordination for easement acquisition.
Prepare survey sketches and legal description for the pump station, new FPL service and access areas.

A preliminary tabulation of the plan elements, subject to the final design, is as follows.

Replacement of Drainage Pump Station #5
Preliminary Sheet content Titles and Subset Plan List

1. Cover Sheet
2. Key Sheet on aerial background with Temporary Access
3. General Notes and Legend
4. Site Plan on aerial background
5. Topo Survey
6. Erosion Control Plan
7. Erosion Control Details
8. Temporary Pump Bypass Plan
9. Temporary Sheeting and Cofferdam Plan
10. Pump Station temporary construction & permanent maintenance easement plan
11. Utility Adjustment Plan
12. Existing Pump Station Demolition Plan
13. Pump Station Plan
14. Pump Station Profile
15. Pump Station Details
16. Pump Station Stilling Well Details
17. Trash Raker Plans
18. Typical Sections
19. Channel Cross Sections
20. C-13 Headwall Detail
21. C-13 Dredge and Stabilization Plan
22. C-13 Cross Sections
23. Permanent Driveway Access Plan
24. Pump Station Rail, Fence or alternate Wall Plan
25. Miscellaneous Details
26. City of Sunrise Standard Details
27. Structural Plans (Plans Subset by Structural Subconsultant)
28. Electrical Plans (Plans Subset by Electrical Subconsultant)

29. Landscaping Plans (Plans Subset by Landscape Architect Subconsultant)

Item 1-3 : Permit Preparation and Processing

Schedule and attend pre-permit submittal meetings with each applicable agency to establish final requirements and schedule for permit processing and approval: Prepare permit application and permit packages for applicable agencies; Submit permit applications and process for approval to the following agencies, as required for project construction:

South Florida Water Management District
Right-of-way Permit
Dredge and Fill Permit
Environmental Resource Permit
Construction Dewatering Permit
Broward County Environmental Permitting Section
Dredge and Fill Environmental License
Surface Water Management License
Construction Dewatering Permit
US Army Corps of Engineers *(Dredge & Fill Permit)*
City of Sunrise Community Development Department *(Plans approval)*
Florida Department of Environmental Protection *(NPDES Permit)*

Item 1-4 : Contractor Selection

Assist client in the selection of a construction contractor. It is assumed that bidding of the project will follow the issuance of the project permits. Contractor selection assistance will include the following:

- Assist with the preparation of a listing of potential qualified contractors to invite to bid the project.
- Attend Pre-Bid conference with City and Contractors
- Review bids for compliance with proposed contract conditions and identify exceptions.
- Assist owner in final contractor negotiations and selection and award of contract.

Part 2 - Project Construction Engineering Services and Administration

Item 2-1 : Project Shop Drawings and Submittals

Upon award of contract and notice to proceed with the project document processing, review and process shop drawings and submittals for approval by the City Community Development Department and Building Department, as required.

Item 2-2 : Construction Engineering Inspection and Contract Administration

Upon completion of shop drawing and submittal approvals and issuance of the notice to commence construction the Contract administration and inspection of the project will begin. This will include quality control inspection of all work performed and materials placed in conjunction with our plans, for clearing and grubbing, demolition, fill, pump station construction, precast structures, utilities, station access roadway, erosion control and miscellaneous items. Specific items of work are as follows:

- Attend pre-construction conferences, progress meetings and coordination meetings during construction.
- Provide construction contract administration and non-resident inspections services of construction necessary to certify to the City and permit agencies that the work has been completed in substantial accordance with the approved documents and permits. Special Inspector services included if required.
- Review change order requests;
- Review Contractor Pay Request;
- Review contractor RFIs and prepare responses as required. Provide contractor assistance with design issues and details; provide design modifications to meet field conditions as required.
- Maintain project records of construction including daily inspection reports, miscellaneous reports as required and final construction report.
- Coordinate with the City of Sunrise for inspection of construction and construction activities.
- Coordinate with Permit agencies during construction as required, including SFWMD and Broward County for permit implementation and compliance; periodically review project for permit compliance.
- Witness testing laboratory field tests.
- Witness factory testing of completed pumps before shipment.
- Prepare final as-built project plans, from contractor's surveyor data.

Item 2-3 : Project Completion and Certification

Project closeout for compliance with City, County and SFWMD permits and requirements to include the following tasks:

- Conduct preliminary and final project punch list inspections, Coordinate with contractor for corrections.
- Prepare final certification packages and documentation, including as-built plans, test reports, materials certifications, concrete testing, density and proctor tests, electrical testing, pump testing etc. for submittal to the City and agencies, as required.
- Make necessary final submittals and process for approval for permit completion for the City of Sunrise, SFWMD, Broward County and the Army Corp. of Engineers, as required.
- Review final pay estimates and recommend retainage releases.

Additional Services:

The Consultant shall provide design support and coordination with Florida Power & Light Company (FP&L) for the extension of FP&L's primary three-phase power facilities approximately 2,500 feet (½ mile) from Pine Island Road to the project site to provide electrical service to the pump station. The scope of work includes coordination of the installation of a buried power conduit within the South Florida Water Management District (SFWMD) right-of-way and the placement of a surface-mounted transformer at the pump station site.

The Consultant shall prepare, submit, and process all required permit applications with the SFWMD and the U.S. Army Corps of Engineers (ACOE) for the installation of FP&L facilities within the SFWMD C-13 Canal right-of-way. Additionally, the Consultant shall provide construction observation and administrative support services during the installation of the FP&L facilities to ensure compliance with design intent and regulatory requirements.

Payment Schedule

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Task / Description	FEE
Item 1--1 - Research and Data Collection	$8,000.00
Item 1--2 : Engineering Design and Plans Preparation	$144,543.00
30% Design:	$37,000.00
60% Design:	$40,000.00
90% Design:	$35,000.00
100% Design:	$32,543.00
Item 1-3 : Permit Preparation and Processing	$22,000.00
Item 1-4 : Bidding and Contractor Selection Fee Schedule	$5,000.00
Item 2-1 : Project Shop Drawings and Submittals Review	$7,000.00
Item 2-2.1: Construction Engineering Inspection	$71,400.00
Item 2-2.2: Contract Administration	$30,600.00
Item 2-3 : Project Completion and Certification	$10,000.00
Reimbursable Expense allowance :	$4,500.00
Additional Services (Amendment No. 2):	$9,408.50
TOTAL	~~$303,043.00~~ $312,451.50

First Amendment To

PROJECT AGREEMENT 20-009-JR

Between

THE CITY OF SUNRISE

And

JOSEPH ROLES AND ASSOC, INC.

Value Engineering Design and Construction Administration Services for

Reconstruction of Stormwater Pump Station No. 5

This First Amendment to the Project Agreement under that certain Continuing Service Agreement dated November 29, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Joseph Roles & Assoc., Inc. (CONSULTANT").

WHEREAS, a Project Agreement, No. 20-009-JR dated March 10th, 2020, was entered into between the City of Sunrise and Joseph Roles & Assoc., Inc. for professional engineering services for the value engineering design and construction administration services for reconstruction of Stormwater Pump Station No. 5, as authorized under the "Project Agreement"; and

WHEREAS, the parties wish to amend the Project Agreement.

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. Under SECTION 2 SCOPE OF SERVICES, Paragraph 2.1,

Replace Exhibit "1" with the attached, revised Exhibit "1" to add the language in underline and delete the language in strikethrough.

3. Under SECTION 5 BASIS OF COMPENSATION,

Amend paragraph 5.1 and 5.2 to add the language in underline and delete the language in strikethrough, as follows:

5.1 The City shall compensate the Consultant for an amount not to exceed ~~$293,500.00~~ $303,043.00 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Task	Cost	Percent
Schematic Design	$45,000.00	~~15 %~~ 14.9%
Design Development	$75,000.00	~~26 %~~ 24.7%
Construction Documents	~~$50,000.00~~ 59,543.00	~~17 %~~ 19.6%
Construction Administration	$119,000.00	~~40.5 %~~ 39.3%
Reimbursable Expenses	$4,500.00	1.5 %

4. 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.

5. 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 Amendment.

6. Effective Date. This First Amendment shall be effective on the date executed by the City and shall continue in full force and effect through the date identified herein.

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 Director of Utilities duly authorized to execute same and by JOSEPH ROLES AND ASSOC, INC., signing by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Timothy Welch P.E.

28th day of January, 2022.

CONSULTANT

JOSEPH ROLES AND ASSOC, INC.

By: _____
Joseph W. Roles Jr., P.E.

21 day of JANUARY, 2022.

EXHIBIT "1"

SCOPE OF SERVICE

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Drainage Pump Station #5 services the Sunrise Lakes Subdivision, Phase 3 area in the City of Sunrise. The basin boundaries are Pine Island Road on the east, Nob Hill Road on the west, the South Florida Water Management District C-13 Canal on the north and approximately Northwest 27th Street on the South. The Pump Station #5 drainage basin area includes 312 acres, more or less.

The existing pump station, which is to be replaced, was permitted in 1973 by the Central and Southern Florida Flood Control District (now the SFWMD) as a right-of-way permit with a defined discharge limitation of 26,000 gallons per minute (58 CFS). It was constructed the same year. In service for 47 years, the existing pump station has far exceeded its service life and requires replacement. The station has three (3) belt driven 24" axial flow angle pumps, powered by natural gas fueled internal combustion engines. The natural gas used to fuel the engines is supplied by a City of Sunrise gas system main. The existing station operation is restricted by permit to two pumps only, with the third pump used as a spare in the event one of the operating pumps fails. Significant corrosion is apparent in the pumps, piping and steel sheet piling support structure of the station. The station has a manually cleaned bar screen to keep vegetation and debris from entering the pumps, but the bar screen placement makes cleaning and clearing the screen extremely difficult. The station has a 72-inch diameter corrugated metal bypass pipe to allow the basin to drain by gravity when not pumping. This bypass pipe was originally equipped with a flap gate backflow valve to allow only one directional flows from the basin to the C-13 Canal. At some point in the past, due to deterioration, the flap gate failed and is no longer in place so that the pumps cannot presently be used to manage the basin. Without the flap gate in place the pump discharge can return to the basins through the bypass pipe rather that be directed to the C-13 canal. This situation means that there is urgency in replacing the pump station to restore storm water management control to the basin. At its present location the existing pump station is difficult to access for service and operation so a better site location is desired. There is also a need to establish a permanent, all weather access route to the station.

The replacement of Pump Station #5 will require construction of a new pump station at a more convenient location, equipped with a modern pumping system and features. Consistent with other replacement drainage pump stations in the City, the replacement station will be designed with electric submersible pumps, which will facilitate easier maintenance, removal and replacement of the pumps. Additionally, an automatic raker system will be installed for the station bar screens to facilitate continuous weed and debris control. An upgraded gravity bypass backflow control will use a positive closure sluice gate valve, rather than a flap gate valve. The station will also accommodate the use of a backup power system in the event of a power grid failure, as sometimes occurs in hurricanes. The system will have a SCADA system for remote monitoring and control. The design and permitting will focus on maintaining the original permit conditions with regard to pump capacity, which is "grandfathered "by the original Pump Station #5 right-of-way permit. A more suitable, and permanent pump station access route will also be pursued with South Florida Water Management District and the condominium associations.

~~Preparation of legal sketches and descriptions, title searches and easement acquisitions are not included in this proposal since the scope of these effort cannot be defined~~. The general Scope of Work to design, permit and provide construction engineering inspection services is as follows:

Part 1 - Project Engineering Design and Construction Documents & Permitting

Item 1-1 - Research and Data Collection
Research available data related to the existing pump station #5. Work will include:

- Field review and investigate the general features and conditions of the existing pump station and the site limitations for the proposed replacement pump station.

- Research and review existing permits and permit limitations. Design approach will be to match the "grandfathered" pump station conditions, which are more favorable than current discharge allowances. Research will include review of City of Sunrise plans, previous replacement design plans (not implemented) and, South Florida Water Management District files.

- Meet with SFWMD Right-of Way staff regarding temporary construction access, permanent pump station access and utility routing in the SFWMD R/W. Establish SFWMD conditions for the pump station discharge into the C-13 canal. Meet with SFWMD and County staff regarding replacement station permitting requirements.

- Updated topographic survey of the pump station site, including the existing station will be provided by the City with our coordination. The survey will include new location and pipe routing to the C-13 canal discharge and existing utilities, as well as cross sections of the intake channel and cross sections of the C-13 canal at the discharge point and 100 feet upstream and downstream. The survey should also include the route for temporary construction access and station permanent access and proposed utility routes. The survey will also need to establish project horizontal and vertical control for all construction.

Item 1-2 : Engineering Design and Plans Preparation:
Prepare engineering design calculations and plans for permitting, bidding and construction of the pump station replacement as follows:

- Prepare conceptual replacement pump station design plan and profile for concept approval by the City of Sunrise and for preliminary discussion with SFWMD. Conceptual plan will address general pump station configuration, construction access and permanent access, required construction easements or permanent easements, use of the SFWMD right-of-way for electric utility service to the new pump station and pipe flow routing from intake structure to discharge structure.

- Prepare Design for temporary drainage bypass system to maintain basic basin drainage during construction. Provide sediment control plan and construction fencing plans.

- Prepare demolition and disposal plans for removal of the existing drainage pump station #5.

- Prepare plan for construction cofferdam and dewatering plan (cofferdam design by contractor)

- Prepare Final Design Plans for replacement of Pump Station, including:
  Three (3) new electric submersible pumps (two active, one spare),
  Electrical Controls for pumps, raker system and stand by portable generator and City specified SCADA system.

Intake channel improvements, Intake Structure and Intake Piping, Intake channel stabilization and Intake channel retaining wall system.
Intake bar screen automatic raker system.
Precast pump chamber, pump discharge piping and precast back flow control structure with pump discharge flap gate assemblies.
Gravity bypass piping, bypass structures and sluice gate valve control.
System outfall pipe, headwall and C-13 Canal improvements.
Electric service conduit alignment (FP&L system - conduit installed by contractor).
Pump Station permanent access (SFWMD R/W or through community easement.)
Boat ramp if feasible or alternate maintenance boat access.
Prepare on-grade concrete paving, parking area and ground treatment plans as appropriate, site fencing and sodding and community landscape buffer.
Prepare Takeoff and Quantity Tabulation and Cost Estimates
Prepare Contract Bid documents including bid forms and Special Conditions and Technical Specifications.
Provide technical assistance and coordination for easement acquisition.
Prepare survey sketches and legal description for the pump station, new FPL service and access areas.

A preliminary tabulation of the plan elements, subject to the final design, is as follows.

Replacement of Drainage Pump Station #5
Preliminary Sheet content Titles and Subset Plan List

1. Cover Sheet
2. Key Sheet on aerial background with Temporary Access
3. General Notes and Legend
4. Site Plan on aerial background
5. Topo Survey
6. Erosion Control Plan
7. Erosion Control Details
8. Temporary Pump Bypass Plan
9. Temporary Sheeting and Cofferdam Plan
10. Pump Station temporary construction & permanent maintenance easement plan
11. Utility Adjustment Plan
12. Existing Pump Station Demolition Plan
13. Pump Station Plan
14. Pump Station Profile
15. Pump Station Details
16. Pump Station Stilling Well Details
17. Trash Raker Plans
18. Typical Sections
19. Channel Cross Sections
20. C-13 Headwall Detail
21. C-13 Dredge and Stabilization Plan
22. C-13 Cross Sections
23. Permanent Driveway Access Plan
24. Pump Station Rail, Fence or alternate Wall Plan
25. Miscellaneous Details
26. City of Sunrise Standard Details
27. Structural Plans (Plans Subset by Structural Subconsultant)
28. Electrical Plans (Plans Subset by Electrical Subconsultant)
29. Landscaping Plans (Plans Subset by Landscape Architect Subconsultant)

Item 1-3 : Permit Preparation and Processing

Schedule and attend pre-permit submittal meetings with each applicable agency to establish final requirements and schedule for permit processing and approval: Prepare permit application and permit packages for applicable agencies; Submit permit applications and process for approval to the following agencies, as required for project construction:

South Florida Water Management District
Right-of-way Permit
Dredge and Fill Permit
Environmental Resource Permit
Construction Dewatering Permit
Broward County Environmental Permitting Section
Dredge and Fill Environmental License
Surface Water Management License
Construction Dewatering Permit
US Army Corps of Engineers *(Dredge & Fill Permit)*
City of Sunrise Community Development Department *(Plans approval)*
Florida Department of Environmental Protection *(NPDES Permit)*

Item 1-4 : Contractor Selection

Assist client in the selection of a construction contractor. It is assumed that bidding of the project will follow the issuance of the project permits. Contractor selection assistance will include the following:

- Assist with the preparation of a listing of potential qualified contractors to invite to bid the project.
- Attend Pre-Bid conference with City and Contractors
- Review bids for compliance with proposed contract conditions and identify exceptions.
- Assist owner in final contractor negotiations and selection and award of contract.

Part 2 - Project Construction Engineering Services and Administration

Item 2-1 : Project Shop Drawings and Submittals

Upon award of contract and notice to proceed with the project document processing, review and process shop drawings and submittals for approval by the City Community Development Department and Building Department, as required.

Item 2-2 : Construction Engineering Inspection and Contract Administration

Upon completion of shop drawing and submittal approvals and issuance of the notice to commence construction the Contract administration and inspection of the project will begin. This will include quality control inspection of all work performed and materials placed in conjunction with our plans, for clearing and grubbing, demolition, fill, pump station construction, precast structures, utilities, station access roadway, erosion control and miscellaneous items. Specific items of work are as follows:

- Attend pre-construction conferences, progress meetings and coordination meetings during construction.
- Provide construction contract administration and non-resident inspections services of construction necessary to certify to the City and permit agencies that the work has been completed in substantial accordance with the approved documents and permits. Special Inspector services included if required.
- Review change order requests;
- Review Contractor Pay Request;
- Review contractor RFIs and prepare responses as required. Provide contractor assistance with design issues and details; provide design modifications to meet field conditions as required.
- Maintain project records of construction including daily inspection reports, miscellaneous reports as required and final construction report.
- Coordinate with the City of Sunrise for inspection of construction and construction activities.
- Coordinate with Permit agencies during construction as required, including SFWMD and Broward County for permit implementation and compliance; periodically review project for permit compliance.
- Witness testing laboratory field tests.
- Witness factory testing of completed pumps before shipment.
- Prepare final as-built project plans, from contractor's surveyor data.

Item 2-3 : Project Completion and Certification

Project closeout for compliance with City, County and SFWMD permits and requirements to include the following tasks:

- Conduct preliminary and final project punch list inspections; Coordinate with contractor for corrections.
- Prepare final certification packages and documentation, including as-built plans, test reports, materials certifications, concrete testing, density and proctor tests, electrical testing, pump testing etc. for submittal to the City and agencies, as required.
- Make necessary final submittals and process for approval for permit completion for the City of Sunrise, SFWMD, Broward County and the Army Corp. of Engineers, as required.
- Review final pay estimates and recommend retainage releases.

Payment Schedule

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Task / Description	FEE
Item 1--1 - Research and Data Collection	$8,000.00
Item 1--2 : Engineering Design and Plans Preparation	~~$135,000.00~~ $144,543.00
30% Design:	$37,000.00
60% Design:	$40,000.00
90% Design:	$35,000.00
100% Design:	~~$23,000.00~~ $32,543.00
Item 1-3 : Permit Preparation and Processing	$22,000.00
Item 1-4 : Bidding and Contractor Selection Fee Schedule	$5,000.00
Item 2-1 : Project Shop Drawings and Submittals Review	$7,000.00
Item 2-2.1: Construction Engineering Inspection	$71,400.00
Item 2-2.2: Contract Administration	$30,600.00
Item 2-3 : Project Completion and Certification	$10,000.00
Reimbursable Expense allowance :	$4,500.00
TOTAL	~~$293,500.00~~ $303,043.00

City of Sunrise
Replacement of Drainage Pump Station #5
Request for Contract Amendment #1 - Scope of Additional Engineering Services

Joseph Roles and Assoc., Inc.
Consulting Engineers
7501 NW 4th Street, Suite 101
Plantation, Florida

Scope of Additional Engineering Services

The scope of work for the project has increased as a result of additional services as follows:

(1) Provide technical assistance with the acquisition of the necessary project pump station and access easements from the Sunrise Lakes community, including coordination with the Client and review of documents and preparation of exhibits and coordination with the survey Subconsultant for the preparation of the easement documents.

(2) Prepare survey sketches and legal descriptions for the pump station and access easements.

(3) Assist with the routing, coordination and easement acquisition for Florida Power and Light Co. for the pumps station electric service and preparation of sketches and legal descriptions for the easement route designated by FP&L. The service size, location and easement requirements could not be identified until the station design was presented to FP&L for evaluation.

Project Remuneration for Professional Services

Remuneration for professional services, as defined in the Scope of Services for the Contract Amendment, are provided below. The fee values for the tasks are stated as lump sums. Any Hourly fees will be billed based actual hours expended to provide the service in accordance with the contract Hourly Rate Schedule.

Fee Summary (See attached Spreadsheet)

Task	Fee Amount
Item 1 *- Provide additional technical assistance and coordination for pump station and access easement acquisitions*	$3,083.00
Item 2 *- Prepare survey sketches and legal descriptions for the pump station and access areas.*	$3,435.00
Item 3 *- Electric Easement assistance and coordination*	$2,275.00
Item 4 *- Prepare FP&L easements sketches and legal descriptions*	$550.00
Item 5 *- Additional Out of Pocket Expenses*	$200.00
Total Project Additional Lump Sum Fee	***$9,543.00***

Submitted By
Joseph Roles and Assoc., Inc.

Joseph W. Roles, Jr. P.E., President

EXHIBIT "A"
MAN-HOUR AND EXPENSE MATRIX

City of Sunrise
Project: Pump Station No. 5 Design and Permitting
Engineers Project No. 111-504-28
Joseph Roles and Assoc., Inc.
Fee Estimate for Contract Amendment #1

Task No.	Task Description	Principal Engineer	Professional Engineer	Engineer	Senior Designer	Sr. Technician/ Designer	Field Rep /Inspector	Technical Assistant	Admin Services	Total Hours	Cost/Task
Item 1	Provide additional technical assistance and coordination for pump station and access easement acquisitions	1	1	12		12				26	$3,083.00
Item 2	Site Easements Survey Subconsultant Fee										$3,435.00
Item 3	Electric Service assistance and coordination		1	8		8		4		21	$2,275.00
Item 4	FP&L Easements Survey Subconsultant Fee										$550.00
	TOTAL HOURS/LABOR COST	1	2	20	0	20	0	4	0	47	$9,343.00
	Hourly Rate	$180.00	$155.00	$140.00	$112.00	$89.00	$87.00	$72.00	$65.00	--	--
	Out of Pocket Expenses										$200.00
	GRAND TOTAL	$180.00	$310.00	$2,800.00	$-	$1,780.00	$-	$288.00	$-	--	$9,543.00

CITY CLERK
CITY OF SUNRISE
2020 MAR 11 PM 2:43

PROJECT AGREEMENT 20-009-JR

Between

THE CITY OF SUNRISE

And

JOSEPH ROLES AND ASSOC, INC.

Value Engineering Design and Construction Administration Services for

Reconstruction of Stormwater Pump Station No. 5

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and JOSEPH ROLES AND ASSOC, INC. ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated November 29, 2017, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated November 29, 2017, 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 SCHEMATIC DESIGN

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be

based. The Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

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

2.6.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for

revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

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

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Contract, but does not hold the Consultant responsible for the accuracy

and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services 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 that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las 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 timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or

the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement

2.9 PERSONNEL

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

NAME	FUNCTION
Joseph Roles, P.E.	**Project Manager**
David Garmizo, P.E	**Construction Manager**
Itai Kiperwas, P.E	**Project Design Engineer**
Michael Bone, P.E.	**Structural Design**
David Rice, P.E.	**Electrical Design**
Matthew Roles	**Construction Inspector**
Michael J. Petrow, L.A.	**Landscape Design**

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 CONSTRUCTION COSTS

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

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $293,500.00 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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

Task	Cost	Percent
Schematic Design	$45,000.00	15 %
Design Development	$75,000.00	26 %
Construction Documents	$50,000.00	17 %
Construction Administration	$119,000.00	40.5 %

Reimbursable Expenses	$4,500.00	1.5 %

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

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed $4,500.00 without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: international communications; out of county 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, beverages, and travel within Broward County are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

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

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

Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any

subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by JOSEPH ROLES AND ASSOC, INC., signing by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

10th day of March, 2020.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:
Kimberly A. Kisslan, City Attorney

By:_____
Kimberly A. Kisslan
City Attorney

CONSULTANT

JOSEPH ROLES AND ASSOC, INC.

By: _____
Joseph W. Roles Jr., P.E.

4 day of March , 2020.

AUTHENTICATE:

_____
Secretary

Pamela J. Roles
Please print name
(CORPORATE SEAL)

WITNESSES:

_____
Itai Kiperwas

_____
David Garmizo

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "1"

SCOPE OF SERVICE

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Drainage Pump Station #5 services the Sunrise Lakes Subdivision, Phase 3 area in the City of Sunrise. The basin boundaries are Pine Island Road on the east, Nob Hill Road on the west, the South Florida Water Management District C-13 Canal on the north and approximately Northwest 27th Street on the South. The Pump Station #5 drainage basin area includes 312 acres, more or less.

The existing pump station, which is to be replaced, was permitted in 1973 by the Central and Southern Florida Flood Control District (now the SFWMD) as a right-of-way permit with a defined discharge limitation of 26,000 gallons per minute (58 CFS). It was constructed the same year. In service for 47 years, the existing pump station has far exceeded its service life and requires replacement. The station has three (3) belt driven 24" axial flow angle pumps, powered by natural gas fueled internal combustion engines. The natural gas used to fuel the engines is supplied by a City of Sunrise gas system main. The existing station operation is restricted by permit to two pumps only, with the third pump used as a spare in the event one of the operating pumps fails. Significant corrosion is apparent in the pumps, piping and steel sheet piling support structure of the station. The station has a manually cleaned bar screen to keep vegetation and debris from entering the pumps, but the bar screen placement makes cleaning and clearing the screen extremely difficult. The station has a 72-inch diameter corrugated metal bypass pipe to allow the basin to drain by gravity when not pumping. This bypass pipe was originally equipped with a flap gate backflow valve to allow only one directional flows from the basin to the C-13 Canal. At some point in the past, due to deterioration, the flap gate failed and is no longer in place so that the pumps cannot presently be used to manage the basin. Without the flap gate in place the pump discharge can return to the basins through the bypass pipe rather that be directed to the C-13 canal. This situation means that there is urgency in replacing the pump station to restore storm water management control to the basin. At its present location the existing pump station is difficult to access for service and operation so a better site location is desired. There is also a need to establish a permanent, all weather access route to the station.

The replacement of Pump Station #5 will require construction of a new pump station at a more convenient location, equipped with a modern pumping system and features. Consistent with other replacement drainage pump stations in the City, the replacement station will be designed with electric submersible pumps, which will facilitate easier maintenance, removal and replacement of the pumps. Additionally, an automatic raker system will be installed for the station bar screens to facilitate continuous weed and debris control. An upgraded gravity bypass backflow control will use a positive closure sluice gate valve, rather than a flap gate valve. The station will also accommodate the use of a backup power system in the event of a power grid failure, as sometimes occurs in hurricanes. The system will have a SCADA system for remote monitoring and control. The design and permitting will focus on maintaining the original permit conditions with regard to pump capacity, which is "grandfathered "by the original Pump Station #5 right-of-way permit. A more suitable, and permanent pump station access route will also be pursued with South Florida Water Management District and the condominium associations.

Preparation of legal sketches and descriptions, title searches and easement acquisitions are not included in this proposal since the scope of these effort cannot be defined. The general Scope of Work to design, permit and provide construction engineering inspection services is as follows:

Part 1 - Project Engineering Design and Construction Documents & Permitting

Item 1-1 - Research and Data Collection
Research available data related to the existing pump station #5. Work will include:

- Field review and investigate the general features and conditions of the existing pump station and the site limitations for the proposed replacement pump station.

- Research and review existing permits and permit limitations. Design approach will be to match the "grandfathered" pump station conditions, which are more favorable than current discharge allowances. Research will include review of City of Sunrise plans, previous replacement design plans (not implemented) and, South Florida Water Management District files.

- Meet with SFWMD Right-of Way staff regarding temporary construction access, permanent pump station access and utility routing in the SFWMD R/W. Establish SFWMD conditions for the pump station discharge into the C-13 canal. Meet with SFWMD and County staff regarding replacement station permitting requirements.

- Updated topographic survey of the pump station site, including the existing station will be provided by the City with our coordination. The survey will include new location and pipe routing to the C-13 canal discharge and existing utilities, as well as cross sections of the intake channel and cross sections of the C-13 canal at the discharge point and 100 feet upstream and downstream. The survey should also include the route for temporary construction access and station permanent access and proposed utility routes. The survey will also need to establish project horizontal and vertical control for all construction.

Item 1-2 : Engineering Design and Plans Preparation:
Prepare engineering design calculations and plans for permitting, bidding and construction of the pump station replacement as follows:

- Prepare conceptual replacement pump station design plan and profile for concept approval by the City of Sunrise and for preliminary discussion with SFWMD. Conceptual plan will address general pump station configuration, construction access and permanent access, required construction easements or permanent easements, use of the SFWMD right-of-way for electric utility service to the new pump station and pipe flow routing from intake structure to discharge structure.

- Prepare Design for temporary drainage bypass system to maintain basic basin drainage during construction. Provide sediment control plan and construction fencing plans.

- Prepare demolition and disposal plans for removal of the existing drainage pump station #5.

- Prepare plan for construction cofferdam and dewatering plan (cofferdam design by contractor)

- Prepare Final Design Plans for replacement of Pump Station, including:
  Three (3) new electric submersible pumps (two active, one spare),
  Electrical Controls for pumps, raker system and stand by portable generator and City specified SCADA system.
  Intake channel improvements, Intake Structure and Intake Piping, Intake channel stabilization and Intake channel retaining wall system.

Intake bar screen automatic raker system.
Precast pump chamber, pump discharge piping and precast back flow control structure with pump discharge flap gate assemblies.
Gravity bypass piping, bypass structures and sluice gate valve control.
System outfall pipe, headwall and C-13 Canal improvements.
Electric service conduit alignment (FP&L system - conduit installed by contractor).
Pump Station permanent access (SFWMD R/W or through community easement.)
Boat ramp if feasible or alternate maintenance boat access.
Prepare on-grade concrete paving, parking area and ground treatment plans as appropriate, site fencing and sodding and community landscape buffer.
Prepare Takeoff and Quantity Tabulation and Cost Estimates
Prepare Contract Bid documents including bid forms and Special Conditions and Technical Specifications.

A preliminary tabulation of the plan elements, subject to the final design, is as follows.

Replacement of Drainage Pump Station #5
Preliminary Sheet content Titles and Subset Plan List

1. Cover Sheet
2. Key Sheet on aerial background with Temporary Access
3. General Notes and Legend
4. Site Plan on aerial background
5. Topo Survey
6. Erosion Control Plan
7. Erosion Control Details
8. Temporary Pump Bypass Plan
9. Temporary Sheeting and Cofferdam Plan
10. Pump Station temporary construction & permanent maintenance easement plan
11. Utility Adjustment Plan
12. Existing Pump Station Demolition Plan
13. Pump Station Plan
14. Pump Station Profile
15. Pump Station Details
16. Pump Station Stilling Well Details
17. Trash Raker Plans
18. Typical Sections
19. Channel Cross Sections
20. C-13 Headwall Detail
21. C-13 Dredge and Stabilization Plan
22. C-13 Cross Sections
23. Permanent Driveway Access Plan
24. Pump Station Rail, Fence or alternate Wall Plan
25. Miscellaneous Details
26. City of Sunrise Standard Details
27. Structural Plans (Plans Subset by Structural Subconsultant)
28. Electrical Plans (Plans Subset by Electrical Subconsultant)
29. Landscaping Plans (Plans Subset by Landscape Architect Subconsultant)

Item 1-3 : Permit Preparation and Processing

Schedule and attend pre-permit submittal meetings with each applicable agency to establish final requirements and schedule for permit processing and approval: Prepare permit application and permit

packages for applicable agencies; Submit permit applications and process for approval to the following agencies, as required for project construction:

South Florida Water Management District
Right-of-way Permit
Dredge and Fill Permit
Environmental Resource Permit
Construction Dewatering Permit
Broward County Environmental Permitting Section
Dredge and Fill Environmental License
Surface Water Management License
Construction Dewatering Permit
US Army Corps of Engineers *(Dredge & Fill Permit)*
City of Sunrise Community Development Department *(Plans approval)*
Florida Department of Environmental Protection *(NPDES Permit)*

Item 1-4 : Contractor Selection

Assist client in the selection of a construction contractor. It is assumed that bidding of the project will follow the issuance of the project permits. Contractor selection assistance will include the following:

- Assist with the preparation of a listing of potential qualified contractors to invite to bid the project.
- Attend Pre-Bid conference with City and Contractors
- Review bids for compliance with proposed contract conditions and identify exceptions.
- Assist owner in final contractor negotiations and selection and award of contract.

Part 2 - Project Construction Engineering Services and Administration

Item 2-1 : Project Shop Drawings and Submittals

Upon award of contract and notice to proceed with the project document processing, review and process shop drawings and submittals for approval by the City Community Development Department and Building Department, as required.

Item 2-2 : Construction Engineering Inspection and Contract Administration

Upon completion of shop drawing and submittal approvals and issuance of the notice to commence construction the Contract administration and inspection of the project will begin. This will include quality control inspection of all work performed and materials placed in conjunction with our plans, for clearing and grubbing, demolition, fill, pump station construction, precast structures, utilities, station access roadway, erosion control and miscellaneous items. Specific items of work are as follows:

- Attend pre-construction conferences, progress meetings and coordination meetings during construction.
- Provide construction contract administration and non-resident inspections services of construction necessary to certify to the City and permit agencies that the work has been completed in substantial accordance with the approved documents and permits. Special Inspector services included if required.

- Review change order requests;
- Review Contractor Pay Request;
- Review contractor RFIs and prepare responses as required. Provide contractor assistance with design issues and details; provide design modifications to meet field conditions as required.
- Maintain project records of construction including daily inspection reports, miscellaneous reports as required and final construction report.
- Coordinate with the City of Sunrise for inspection of construction and construction activities.
- Coordinate with Permit agencies during construction as required, including SFWMD and Broward County for permit implementation and compliance; periodically review project for permit compliance.
- Witness testing laboratory field tests.
- Witness factory testing of completed pumps before shipment.
- Prepare final as-built project plans, from contractor's surveyor data.

Item 2-3 : Project Completion and Certification

Project closeout for compliance with City, County and SFWMD permits and requirements to include the following tasks:

- Conduct preliminary and final project punch list inspections; Coordinate with contractor for corrections.
- Prepare final certification packages and documentation, including as-built plans, test reports, materials certifications, concrete testing, density and proctor tests, electrical testing, pump testing etc. for submittal to the City and agencies, as required.
- Make necessary final submittals and process for approval for permit completion for the City of Sunrise, SFWMD, Broward County and the Army Corp. of Engineers, as required.
- Review final pay estimates and recommend retainage releases.

Payment Schedule

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Task / Description	FEE
Item 1--1 - Research and Data Collection	**$8,000.00**
Item 1--2 : Engineering Design and Plans Preparation	**$135,000.00**
30% Design:	$37,000.00
60% Design:	$40,000.00
90% Design:	$35,000.00
100% Design:	$23,000.00
Item 1-3 : Permit Preparation and Processing	**$22,000.00**
Item 1-4 : Bidding and Contractor Selection Fee Schedule	**$5,000.00**
Item 2-1 : Project Shop Drawings and Submittals Review	**$7,000.00**
Item 2-2.1: Construction Engineering Inspection	**$71,400.00**
Item 2-2.2: Contract Administration	**$30,600.00**
Item 2-3 : Project Completion and Certification	**$10,000.00**
**Reimbursable Expense allowance : **	**$4,500.00**
TOTAL	**$293,500.00**

GP

EXHIBIT "2"

PROJECT SCHEDULE

Value Engineering Design and Construction Administration Services for Reconstruction of Stormwater Pump Station No. 5

Task / Description (Design Phase)	Task Completion Following Authorization (in Weeks)
Item 1-1: Research and Data Collection	2
Item 1-2: Engineering Design and Plans Preparation	
Item 1-2.1: 30% Design Deliverable	6
Item 1-2.2: 60% Design Deliverable	13
Item 1-2.3: 90% Design Deliverable	18
Item 1-2.4: 100% Design Deliverable	22
Item 1-3: Permit Preparation and Processing	26
Item 1-4: Bidding and Contractor Selection	36
Task / Description (Construction Phase)	**Task Completion Following Construction Contract Authorization (in Weeks)**
Item 2-1: Project Shop Drawings and Submittals Review	9
Item 2-2: Construction Engineering Inspection and Contract Admin.	61
Item 2-3 : Project Completion and Certification	69

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4V **Meeting Date:** 2/24/2026

City Reference Number (C#): C26054

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc."; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26054
Second Amendment

First Amendment
Executed Project Agreement

Background:
The City currently owns several bays/units in Library Square, which is located on the southeast corner of Sunset Strip and NW 68th Avenue. The City is preparing construction documents for the design of Units 1 through 7, to be occupied by the Leisure Services Department staff to provide programs for City residents. Additionally, Units 8 and 9 will be used by a tenant as a restaurant with craft beverages.

On February 14, 2023, the City Commission approved a Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc. (Saltz Michelson) for the design and buildout of Library Square Units 8 and 9. The scope of services includes architectural and engineering design, permitting, bidding assistance, and construction administration services.

On September 15, 2025, the First Amendment to the Project Agreement was executed by the City Manager to incorporate additional services required to modify the original design and accommodate the tenant's operational needs. A one-year administrative extension was subsequently approved through February 28, 2026, to allow for completion of the design documents.

On April 8, 2025, the City Commission approved the Lease Agreement with Ghost Orchid, LLC. for Units 8 and 9, to be the new tenant providing a full-service restaurant that produces and serves their own craft alcoholic beverages along with craft brewed sodas.

Saltz Michelson is coordinating closely with the Ghost Orchid's architect to ensure proper alignment between the City's base building improvements and the tenant's interior buildout. Due to the extended coordination period and associated refinements to the design, additional time is necessary to finalize construction documents and complete the permitting process and subsequent construction administration.

The Utilities Department is requesting approval of a Second Amendment to the Project Agreement to extend the term through December 31, 2027. This amendment will authorize Saltz Michelson to continue providing construction administration, oversight, inspection services, and other services contemplated under the original agreement. No additional compensation is requested under this Amendment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Chris Ulrich Phone: 954-888-6060

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 STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND SALTZ MICHELSON ARCHITECTS, INC."; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 24, 2023, via Resolution No. 15-23-23-A, the City of Sunrise entered into a Standard Project Agreement (Agreement) with Saltz Michelson Architects, Inc. for the design and buildout of Library Square Units 8 and 9; and

WHEREAS, on September 15, 2025, the parties entered into a First Amendment to the Agreement to incorporate additional services required to modify the original design; and

WHEREAS, a Second Amendment to the Agreement is necessary to extend the term through December 31, 2027, to provide additional time to finalize construction documents, complete the permitting process, and complete the construction administration services.

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

Section 1. A "Second Amendment to Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc." (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made 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 _____, 2026.

_____
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
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SALTZ MICHELSON ARCHITECTS, INC.

This Second Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc. for Design, Bidding, Permitting, and Construction Administration for the Library Square – Units 8 and 9 Buildout project dated February 28, 2023, between the CITY OF SUNRISE, a municipal corporation ("CITY") and Saltz Michelson Architects, Inc. ("CONSULTANT").

WHEREAS, on February 24, 2015, the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Library Square – Units 8 and 9 Buildout project was entered into between the CITY and CONSULTANT on February 28, 2023; and

WHEREAS, the parties entered into a First Amendment on September 15, 2025 to revise the Scope of Services.

WHEREAS, on January 24, 2025 the Director of Utilities has executed the one-year extension to the Project Agreement, extending its term until February 28, 2026 in accordance with Paragraph 7.1 of the Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to revise the Term set forth in Section 7.1.

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

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

2. Section 7.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough,as follows:

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through December 31, 2027 ~~for a period of 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 Utilities Director, may extend the term of this Project~~

~~Agreement through written notification to the Consultant. Such extension shall not exceed one, one-year terms.~~ No further extensions of this Agreement shall be effective unless authorized by City Commission action.

3. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. 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 Amendment.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 duly authorized to execute same and by Saltz Michelson Architects, Inc., signing by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026

CONSULTANT

SALTZ MICHELSON ARCHITECTS, INC.

By: _____
Charles Michelson, AIA

____ day of _____, 2026

First Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SALTZ MICHELSON ARCHITECTS, INC.

This First Amendment ("First Amendment") to the Standard Project Agreement between the City of Sunrise and Saltz Michelson Architects, Inc. for Design, Bidding, Permitting, and Construction Administration for the Library Square – Units 8 and 9 Buildout project dated February 28, 2023, between the CITY OF SUNRISE, a municipal corporation ("CITY") and Saltz Michelson Architects, Inc. ("CONSULTANT").

WHEREAS, on February 24, 2015, the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Library Square – Units 8 and 9 Buildout project was entered into between the CITY and CONSULTANT on February 28, 2023; and

WHEREAS, the parties wish to amend the Project 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 Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for an amount not to exceed ~~**$53,775**~~ **$103,574.00** exclusive of authorized Reimbursable Expenses and ~~**$54,775**~~ **$103,774.00** inclusive of Reimbursable Expenses, if authorized, based on services rendered pursuant to Sections 2.3 through 2.6 and **Exhibit "A"**, Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

3. Section 5.2 of the Project 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:

Schematic Design ..... ~~$8,065.00~~ **$17,219.40** ~~15%~~ **17%**

Design Development	~~$10,755.00~~	**$27,505.80**	~~20%~~	**26%**
Construction Documents/ Preliminary Permitting	~~$29,575.00~~	**$53,468.80**	~~55%~~	**51%**
Bidding	$540.00		1%	
Construction Administration	$4,840.00		~~9%~~	**5%**

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:

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

Not to exceed ~~$1,000.00~~ **$1,200.00** without prior written authorization by the City

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

6. All other terms of the Project Agreement shall remain and continue in full force and effect.

7. 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 Amendment.

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

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SALTZ MICHELSON ARCHITECTS, INC.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mark Lubelski, PE
City Manager

15 day of September, 2025

9/10/25.

SAD
9/11/25

CONSULTANT

SALTZ MICHELSON ARCHITECTS, INC.

By: _____
Charles Michelson, AIA

TITLE: Principal

9th day of September, 2025

AUTHENTICATE:

_____
MARTIN DIAZ

CONTROLLER
Title

(CORPORATE SEAL)

WITNESSES:

_____

Rossana Varela

EXHIBIT "A"

SALTZ MICHELSON ARCHITECTS

ADDITIONAL SERVICE #2
REQUEST FOR PROFESSIONAL SERVICES

August 6, 2025
Revised – August 15, 2025
Revised - August 19, 2025
Revised - August 25, 2025

City of Sunrise | Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, FL 33324
Attn: **Chris Ulrich, R.A.** | Project Manager
Capital Projects
Email: Culrich@sunrisefl.gov
Phone: 954.888.6060

RE: Library Square Units 8 & 9 –Vanilla Box for Distillery / Brewery / Restaurant Remodel
Located at 6660 Sunset Strip, Sunrise, FL 33313
SMA Project No. 2023-110 ASA #2

Dear Chris,

Thank you for considering SMA as your trusted advisor for this project. Please accept this letter as our additional service proposal to design and prepare construction documents for the "Vanilla Box plus" related to remodeling Library Square Units 8, 9and 9a for the Distillery Restaurant. The plans will include lease improvements to be provided by the Owner (City of Sunrise). The tenant build-out will be done under a separate permit and will include the remainder of the work to be provided for the Tenant (Big Cypress Distillery).

Our scope of work will include architectural and engineering documents detailing how the Owner will subdivide the plaza and provide a "Vanilla Box" for the tenant with appropriate demising walls, exterior façade modifications, a pair of restrooms, partition layout modifications, electrical service, electrical, mechanical and plumbing systems (appropriate for the proposed distillery restaurant), minimum code required lighting, fire sprinkler system, and fire alarm system. Additionally, code-required fire sprinklers will be provided for the rest of the building's tenant spaces. Our agreement does not include architectural and engineering documents detailing the tenant build-out showing all the distilling, brewing and cooking equipment, storage tanks, restaurant and bar counters, tables and seating, specialty lighting, floor, base, wall and ceiling finishes, heating, cooling and ventilation required for the distillation and brewing processes, kitchen hood, freezer/cooler, and signage.

I. SCOPE OF WORK:

- We propose to provide the Architectural and Engineering services for the Landlord's "Vanilla Box Plus" for Library Square Suites 8, 9 and 9A.
- It is understood that the Tenant will secure their own Architect and Engineers to provide the construction documents for the tenant buildout. The tenant's design team will provide drawings showing the tenant's desired finishes, furniture, equipment and fixtures, and where they want electrical, plumbing and gas services with quantities within the space. The tenant will also hire the distillery expert who will provide the documents to declassify the electrical and will demonstrate to the permitting authorities how the project complies with the codes.
- The scope of our project includes preparing the construction documents showing the demising walls on either side of Suites 8, 9 and 9A. It also includes the interior partitions with doors and windows and a pair of restrooms for the new distillery restaurant.
- Fire sprinklers for the entire building will be provided.
- Cutting new openings and adding door/window openings on the exterior walls will be provided.
- Our team will show the electrical panel and electrical service to the locations identified. We will design the plumbing sanitary and domestic water to the locations on the demising walls, floor and ceiling as identified by the tenant's design team. Our electrical panel and plumbing will be tied to the building utility services.
- Our team will show basic area light fixtures with required emergency circuits and exit lights.
- Design of interior finishes, specialty lighting, distillery equipment, brewery equipment, kitchen equipment, serving bar/backbar, furniture, fixtures and other equipment are by the tenant's design team.
- The existing air conditioning equipment is functional and will remain. Any make-up or additional HVAC units required for the tenant's design will be provided within this scope.
- Our team will design the supply and return A/C grilles and associated ductwork customized for the tenant's interior walls along with associated energy calculations.
- Kitchen equipment and hood design is by the tenant's design team.
- Other than the new openings on the exterior walls, there is no other exterior work either to the building or in the parking lot or landscaped areas.
- We will work with the tenant's design team to provide the appropriate restroom layout.

- We will coordinate with the existing tenants and the future distillery tenant to design the appropriate fire sprinkler system for their spaces.

II. Assumptions & Conditions:

- Renderings are not included in this fee proposal. They can be provided for an additional fee.
- Site plan approval and presentation to the city's DRC is not included. Site plan approval can be provided as an additional service should it be found to be required.
- Bidding and Construction administration are not included in this proposal. They can be provided as an additional service should the city request these services.
- The Tenant (Big Cypress Distillery) will secure and pay for the services of a distillery consultant to provide support for distillery equipment selection and layout, electrical declassification and Code Annotated process description. The distillery consultant is not a SMA vendor and is hired directly by the Tenant. The drawings prepared by the distillery consultant will be included in the set of construction documents, however, Saltz Michelson assumes no responsibility or liability for the distillery consultant's work.
- Once the Design Development submittal have been approved by the Client, any material changes made by the client will be considered an additional service and will be compensated for by a mutually agreed amount.
- No parking lot modifications or other site work is included in this proposal.
- Environmental testing and reporting is not included in this proposal.
- This project is not intended to achieve LEED Certification.
- The term of this proposal will be for services rendered through August 30, 2026. Should the schedule be extended, a reasonable adjustment will be negotiated.
- A reimbursable fund of $200.00 is included to cover printing, courier and overnight delivery charges etc.

III. FEES:

Lump sum fee breakdown is as follows:

Phase	Vanilla Box
Schematic Design	**$9,154.40**
Design Development	**$16,750.80**
Construction Documents and Permitting	**$23,893.80**
Total	**$49,799.00**

Reimbursable Fund **$200.00**

IV. Schedule:

Schedule (from NTP Date)	
Schematic Design (From receipt of tenant design drawings with required plumbing and electrical requirements)	28 Days
Client Review	14 Days
Resubmittal	14 Days
Design Development **	35 Days
Client Review	14 Days
Resubmittal	14 Days
Construction Documents**	42 Days
Client Review	14 Days
Resubmittal	14 Days

** Upon approval of previous phase drawings.

We welcome the opportunity to assist you on this project. If this proposal meets your approval, please sign this proposal in the appropriate space below approving the above terms and return it to me. We also ask that they issue the appropriate extension of our prior agreement and a Notice to Proceed.

All of the terms of our current agreement with the City of Sunrise apply to this Additional Service. We look forward to working with you on this project. If you have any questions regarding the above information, please do not hesitate to contact our offices.

Sincerely,
Saltz Michelson Architects, Inc.

August 25, 2025
Saltz Michelson Architects Date

Robert J. Halula, AIA, NCARB, LEED AP
Principal
Print Name & Title

RH:ss S:\Projects\2023\2023-110\Agreements\ASA\ASA #2

CITY CLERK
CITY OF SUNRISE
2023 MAR -1 AM 10:05

STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

SALTZ MICHELSON ARCHITECTS, INC.

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Saltz Michelson Architects, Inc. ("Consultant") for Professional Architectural Services (hereinafter referred to as "Continuing Services Agreement") dated February 24, 2015, this Project Agreement authorizes the Consultant to provide the services as set forth below which are identified as Item 36 in Exhibit A "Project List" of the Continuing Services Agreement:

LIBRARY SQUARE – UNITS 8 AND 9 BUILDOUT

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" (Continuing Services Agreement) between the City and the Consultant dated February 24, 2015, 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 Architecture 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 A, 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 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

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding

is to be based. The Consultant shall provide the City with electronic documents in PDF format. The City will make the electronic documents available to prospective bidders utilizing an online bidding service.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall assist the City with the written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The Consultant shall make such documents available to the City who will distribute addenda to bidders. There shall be no additional charges for amendments or clarifications.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Contract Documents prepared by the Consultant.

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

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

constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

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

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the Work as provided in Subparagraph 2.6.4, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work which does not conform to the Contract Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work which affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the

responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 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 Contract, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services 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: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Construction Documents $100

The parties agree that any sums due and payable hereunder by the Consultant shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by the City.

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
Charles Michelson	Principle
Norman Schwartz	Project Manager

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 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 Work.

3.6 The City's review of any documents prepared by the Consultant or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

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

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $53,775 exclusive of authorized Reimbursable Expenses and $54,775 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.6

and **EXHIBIT "A,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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

Schematic Design	$8,065.00	15%
Design Development	$10,755.00	20%
Construction Documents/Preliminary Permitting	$29,575.00	55%
Bidding	$540.00	1%
Construction Administration	$4,840.00	9%

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, as follows:

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

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

SECTION 7 TERM

7.1 This 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 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 one, one-year term. 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 work 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 work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This 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 work 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 done 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 subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this 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.

[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 Saltz Michelson Architects, Inc. by and through its Principle duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

28th day of February, 2023.

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

SALTZ MICHELSON ARCHITECTS, INC.

By: _____
Charles A. Michelson, AIA, Principal

9 day of February, 2023.

AUTHENTICATE:

_____
Signature

Natalia Castro / COO
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

SALTZ MICHELSON ARCHITECTS

AGREEMENT FOR PROFESSIONAL SERVICES

Rev. 2 – January 31, 2023
Rev. 1 – December 21, 2022
Original – October 21, 2022

City of Sunrise
Utilities Department
777 Sawgrass Corporate Parkway Sunrise,
FL 33325

Attn: Chris Ulrich, R.A.
Project Manager | Capital Projects
Email: CUlirch@Sunrisefl.gov
Phone: 954.888.6060

RE: **Provide Construction Documents for Tenant Spaces 8, 9 & 9A for the Proposed Build-Out at the City of Sunrise Library Square Plaza "Brewery" Located at 6660 Sunset Strip, Sunrise, FL 33313**
SMA #P22241R2

Dear Chris,

Thank you for considering SMA as your trusted advisor for this project. We are pleased to submit the following proposal for professional architectural design services for construction documents for the proposed tenant build-out at the Library Square Plaza "Brewery".

I. SCOPE OF WORK:

1. Provide Architectural, Structural, and Mechanical/Electrical/Plumbing services for the build-out for the "Brewery" tenant area of approximately 2,400 S.F. as clarified by the City's program narrative.

II. ASSUMPTIONS:

1. The City, along with the tenant, shall provide final approval of the plan for the tenant space layout to be used for Architectural, Structural and MEP permit drawings.
2. The City shall provide all equipment and cut/data sheets provided by the tenant required for the new space, including specialty brewing equipment.
3. Technology systems design is not included in this proposal.
4. A Kitchen is part of this project, which utilizes the existing kitchen hood system and reuse of the SS 3-component sink and SS hand wash sink. The City is responsible to have functional hood equipment and suppression system. Architect/Engineer will provide connections and utility tie-ins for the item's support. No grease trap is part of this project.

III. FEES:

Discipline	Consultant	Fees:	
Architectural	Saltz Michelson Architects	$	31,250.00
Structural		$	4,020.00
MEP		$	14,500.00
	TOTAL:	**$**	**53,775.00**

approved consultants are as follows:

Saad Ela El-Hage Consulting Engineerings, Inc. for structural design
Bildworx Design, LLC for Mechanical, Electrical, and Plumbing Design.

Fees include Schematic Design/Design Development/Construction Document/ Permitting/Bidding/Construction Administration Phases

All of the terms of this agreement are in accordance with our current agreement with the City of Sunrise.

EXHIBIT 'A'

Abbreviated Legal Description	LIBRARY SQUARE COMMECIAL CONDO UNT 8 PER CDO BK/PG: 12352/538

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

IT'S IMPORTANT THAT YOU KNOW:
The 2023 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values
Click here to see 2022 Exemptions and Taxable Values as reflected on the Nov. 1, 2022 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	$7,390	$66,490	$73,880	$73,880	
2022	$7,390	$66,490	$73,880	$73,880	
2021	$7,050	$63,480	$70,530	$70,530	

2023 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$73,880	$73,880	$73,880	$73,880
Portability	0	0	0	0
Assessed/SOH	$73,880	$73,880	$73,880	$73,880
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	$73,880	$73,880	$73,880	$73,880
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
11/4/2020	WD-D	$100,000	116846259
1/12/2015	SW*-D	$151,100	112780494
3/6/2012	CE*-T	$100	48609 / 1083
1/13/2006	WD	$175,000	41302 / 499
5/17/2001	WD	$57,000	31668 / 1441

* Denotes Mult-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		748
Units		1
Eff./Act. Year Built: 1985/1984		

Abbreviated Legal Description	LIBRARY SQUARE COMMERCIAL CONDO UNIT 9 PER CDC BK/PG: 12352/538

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and incluce a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

IT'S IMPORTANT THAT YOU KNOW:
The 2023 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values
Click here to see 2022 Exemptions and Taxable Values as reflected on the Nov. 1, 2022 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	$15,740	$141,700	$157,440	$157,440	
2022	$15,740	$141,700	$157,440	$157,440	
2021	$15,030	$135,270	$150,300	$150,300	

2023 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$157,440	$157,440	$157,440	$157,440
Portability	0	0	0	0
Assessed/SOH	$157,440	$157,440	$157,440	$157,440
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	$157,440	$157,440	$157,440	$157,440
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
6/26/2019	WD-D	$166,000	115894508
1/12/2015	SW*-D	$151,100	112780494
3/6/2012	CE*-T	$100	48609 / 1083
5/30/2003	WD	$133,000	35340 / 1522
4/26/1996	WD	$87,500	24825 / 901

* Denotes Mult-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		1594
Units		1
Eff./Act. Year Built: 1935/1984		

EXHIBIT 'A'

EXHIBIT 'A'

Scope of Work

- Replace storefront doors/windows with impact type
- Provide a glass accordion door on the south wall looking out to the Biergarten
- Install glazing in the wall between Units 8 and 9 so that the brewing equipment can be viewed
- Provide an office in Unit 8
- The bar will have the finishes noted below and will be left for the tenant to decorate
- Finishes
    - Floors – Patch concrete floors and polish the concrete (Kitchen to have a floor finish that meets codes for commercial kitchen areas
    - Walls – Patch and paint (Kitchen to have FRP or equivalent surface as required by code)
    - Ceilings – Remove existing ceiling and grid. Paint exposed structure and infrastructure (Acoustical tile in the office, restrooms, and kitchen)
- Modify or reconstruct restrooms to meet code for building type and occupant load including outdoor seating in the Biergarten
- Kitchen hood to remain in its current location
- Kitchen sinks to remain in their current location if possible
- Updated mechanical, electrical, and plumbing to meet code
- Provide floor drains in the Brewing Room for washing down equipment
- Install all new interior LED lighting (dimmable in the customer area)
- Beer Cooler by the tenant, but provide power
- Provide a natural gas connection to the Brewing Room (Brewing equipment by the tenant)
- Provide interior signage to meet code

EXHIBIT "B"

PROJECT SCHEDULE

Schematic Design	15 Work Days
City Review	5 Work Days*
Design Development	30 Work Days
City Review	5 Work Days*
Construction Documents	60 Work Days
City Review	10 Work Days*
Preliminary Permitting	60 Work Days
Bidding	40 Work Days
Construction Administration	120 Work Days
TOTAL	345 Work Days*

*The scheduled days above may be adjusted for consultant to accommodate changes in City review times

All scheduled days above may be adjusted with documented agreement of the change by both Saltz Michelson Architects and the City of Sunrise Director of Capital Projects

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

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4W **Meeting Date:** 2/24/2026

City Reference Number (C#): C25294

Item Description:

A Resolution of the City of Sunrise, Florida, awarding Bid No. 25-65-06-CM to RF Environmental Services, Inc. for the Sawgrass Wastewater Treatment Plant Dissolved Air Flotation Thickening Process Improvements – Phase 1 Project; approving Contract No. C 25-65-06-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

402.66.70.535.506510 - Construction
Project 5141SG - Sawgrass WWTP Dissolved Air Flotation Thickening Process Improvements

Amount:

$2,593,900.00

ATTACHMENTS:

ATY Resolution - C25294
Bid Tabulation
Engineer's Bid Price Review
Sunbiz - RF Environmental Services, Inc.

Background:

The City of Sunrise Utilities Department requires a qualified contractor to perform construction services for the Sawgrass Wastewater Treatment Plant (WWTP) Dissolved Air Flotation (DAF) Thickening Process Improvements Phase 1 project. The existing DAF system, which thickens waste activated sludge for downstream biosolids processing, is experiencing significant mechanical deterioration and has reached the end of its useful life. The two DAF units, installed in 1987 and 1996, include flotation tanks, skimmers, pumps, polymer systems, air compressors, and a canopy structure, all of which show substantial wear and require replacement to maintain reliable operations and permit compliance.

On August 10, 2021, the City Commission approved Project Agreement 21-009-HS with Hazen and Sawyer P.C. (Hazen) for the Sawgrass Wastewater Water Treatment Plant DAF Thickening Process Improvements project. Services included within the Project Agreement include engineering design, permitting, and bidding services.

The DAF improvements were originally intended to be completed as a single project and coordinated with the new Blower/Electrical Building under the Sawgrass WWTP Train A Secondary Treatment project, as portions of the work rely on new equipment to be housed in that facility. The new blower building is under construction but has an extended schedule for completion. In the interim, the DAF system has continued to experience operational failures, particularly with the east unit's upper skimmer system. To avoid further delaying critical rehabilitation work, City Staff and Hazen identified portions of the project that could be constructed independently. As a result, the City amended the project agreement to divide the improvements into two phases, with Phase 1 addressing the most urgent equipment and structural needs. Included within the Phase 1 scope of work will be the replacement of instrumentation and control devices, new drive units with variable-speed motors, replacement of longitudinal upper skimmers, structural repairs to both DAF tanks, interior and exterior tank coatings, replacement of process piping and appurtenances, new canopy over the DAF tanks, along with associated electrical, instrumentation, and control work.

The DAF Phase 2 Improvements project is expected to be advertised in the future and will include the pressurization tanks, polymer systems, air compressor systems, pumps, motors, and associated equipment that depend on the Blower/Electrical Building currently under construction under a separate construction contract (Sawgrass WWTP Train A Secondary Treatment project).

On August 29, 2025, Bid No. 25-56-04-CM was issued for the DAF Phase 1 project. A mandatory pre-bid meeting with a site visit was conducted on September 9, 2025, with seven prospective bidders in attendance. The bid opening took place on October 8, 2025, and two bids were received.

Following the evaluation by the Purchasing Office, Utilities Department and Hazen, it is

recommended to award the contract to the lowest responsive and responsible bidder, RF Environmental Services, Inc. (RF Environmental).

Although the Engineer's Opinion of Probable Construction Cost (OPCC) was $1,544,000.00 (Completed April 2025), material and equipment price volatility, inflation, limitation on pool of qualified contractors, and construction market condition costs have increased. Hazen and Sawyer analyzed the bids in detail and determined them to be reasonable within current market conditions, see attached Engineer's Bid Price Review. Specifically, Hazen and Sawyer noted that the major price difference between the OPCC and the bid was related to the steel canopies and skimmer systems. Hazen and Sawyer stated that there is ongoing variability in the metals market, and limited competition with a constrained vendor pool. Additionally, staff and Hazen and Sawyer evaluated alternative delivery methods such as a direct purchase of steel material. However, this option was not possible since the canopies and skimmer equipment are designed by the contractor and manufactured by a third party vendor. City staff recommend awarding Bid No. 25-65-06-CM to RF Environmental. Approval of this award will replace critical components of the DAF thickening system, restore reliable solids processing capacity, and ensure continued compliance with wastewater treatment requirements at the Sawgrass WWTP.

All references were favorable for RF Environmental's performance on other projects of similar type and scale with other entities. Additionally, RF Environmental has performed favorably on a previous contract with the City. Staff is requesting approval to award to RF Environmental contingent on receipt of an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

The City did not receive responses from City of Sunrise vendors that could provide this service.

A companion item awarding a Project Agreement with Hazen for Construction Management Services is also being submitted for City Commission consideration at the February 24, 2026 City Commission Meeting.

Department Head Recommendation:
Approval

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

Phone: 954-572-2204

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, AWARDING BID NO. 25-65-06-CM TO RF ENVIRONMENTAL SERVICES, INC. FOR THE SAWGRASS WASTEWATER TREATMENT PLANT DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS – PHASE 1 PROJECT; APPROVING CONTRACT NO. C 25-65-06-CM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 25-65-06-CM for the Sawgrass Wastewater Treatment Plant Dissolved Air Flotation Thickening Process Improvements – Phase 1 Project to RF Environmental Services, Inc. is hereby approved in the amount of $2,593,900.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: BID 25-65-06-CM

BID TITLE: Sawgrass WWTP Dissolved Air Flotation Thickening Process Improvements – Phase 1

OPENING DATE: October 8, 2025

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
RF Environmental Services, Inc.	$2,593,900.00
Razorback, LLC	$3,449,000.00

BID OPENED BY:
Cheryl McCalla, CPPB

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750 North
Hollywood, FL 33021 • 954-987-0066

January 16, 2026

Guarionex De Los Santos
Project Manager
City of Sunrise Utilities and Capital Projects
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Re: Sawgrass WWTP DAF Thickening Process Improvements – Phase 1
Bid Price Review - Bid No.: 25-65-06-CM

Dear Mr. De Los Santos:

The Sawgrass Wastewater Treatment Plant (WWTP) Dissolved Air Flotation (DAF) Thickening Process Improvements Project was advertised by the City of Sunrise (City) on August 29, 2025. The bid opening was held on October 8, 2025, at 2:00 pm. The City received two bids for this project: RF Environmental Services, Inc. and Razorback, LLC. The apparent low bidder is RF Environmental Services, Inc. in the amount of $2,593,900.

The Engineer's Opinion of Probable Construction Cost (EOPCC) is $1,544,000. It is noted that this EOPCC was provided in April 2025, six months prior to the bid opening, with costs obtained in 2023 and updated using the Engineer News Record Indices.

The largest cost discrepancy is for: Steel Canopy for the West and East Dissolved Air Flotation (DAF) units and West and East DAF Upper Skimmer Systems and Appurtenances (Bid Items 2, 3,11 and 12). The cost difference between the EOPCC and the apparent low bidder for bid items 2 and 3 combined, and for bid items 11 and 12 combined, is $418,000 and $695,000, respectively.

The combined total of all bid items for the apparent low bidder, excluding bid items 2, 3, 11, and 12, is 16% lower than the EOPCC, with totals of $327,900 and $391,000, respectively.

The price differences as they relate to steel canopies and skimmer systems can be attributed to the following factors which can be difficult to capture in an EOPCC.

- Ongoing variability in metals markets introduced additional risks that bidders may have accommodated in their proposals. Moreover, limited competition and a constrained vendor pool can further increase pricing pressure.
- Vendors may account for significant escalation in material pricing, compounded by a 52-week project duration with a 30-week material lead time that heightens exposure to market volatility. Bidders may have priced in the risk of liquidated damages associated with potential schedule delays, as well as uncertainty around future tariffs, particularly for stainless steel, which can materially affect final costs.

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750 North
Hollywood, FL 33021 • 954-987-0066

Therefore, due to ongoing price volatility from tariffs and other factors as noted above in the construction industry, the prices were reviewed and found reasonable.

We appreciate the opportunity to assist the City with this important project. Should you have any questions or require further information, please do not hesitate to contact our office.

Very truly yours,

Anthony Niemiec, Jr, PE, BCEE
Associate

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
RF ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number	P16000009528
FEI/EIN Number	81-1455710
Date Filed	01/28/2016
Effective Date	01/27/2016
State	FL
Status	ACTIVE

Principal Address

4840 NE 11th Ave
Oakland Park, FL 33334

Changed: 05/07/2021

Mailing Address

4840 NE 11th Ave
Oakland Park, FL 33334

Changed: 05/01/2019

Registered Agent Name & Address

BUCKLEY, THADDEUS R
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Officer/Director Detail

Name & Address

Title DIRECTOR, SECRETARY, TREASURER

BUCKLEY, KATHERINE M
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Title DIRECTOR, PRESIDENT

BUCKLEY, THADDEUS R
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308

Annual Reports

Report Year	Filed Date
2023	05/01/2023
2024	02/14/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
02/14/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
06/02/2022 -- ANNUAL REPORT	View image in PDF format
05/07/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
09/10/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4X **Meeting Date:** 2/24/2026

City Reference Number (C#): C26008

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-008-HS Sawgrass Wastewater Treatment Plant Dissolved Air Floatation Thickening Process Improvements - Phase 1 Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

402.66.70.533.506510 - Construction
Project No. 5141SG - Sawgrass WWTP Dissolved Air Floatation System Rehabilitation

Amount:

$290,265.00

ATTACHMENTS:

ATY Resolution - C26008
Project Agreement PA-26-008-HS
Basis and Justification Memo

Background:

The biosolids treatment system at the Sawgrass Wastewater Treatment Plant (WWTP) utilizes a Dissolved Air Flotation Thickener (DAFT) process. This process thickens Waste Activated Sludge (WAS), with separated water returned to secondary treatment for further processing. The thickened WAS (TWAS) is then pumped from the sludge holding tanks to the City's biosolids building, where it undergoes dewatering via centrifuges.

The existing DAFT facility is experiencing significant mechanical deterioration and has reached the end of its useful life. The two DAFT units, installed in 1987 and 1996, include flotation tanks, skimmers, pumps, polymer systems, air compressors, and a canopy structure which show substantial wear and require replacement to maintain reliable operations and permit compliance.

On August 10, 2021, the City Commission approved Project Agreement 21-009-HS with Hazen and Sawyer P.C. (Hazen) for the Sawgrass Wastewater Water Treatment Plant DAF Thickening Process Improvements project. Services included within the Project Agreement include engineering design, permitting, and bidding services.

The DAF improvements were originally intended to be completed as a single project and coordinated with the new Blower/Electrical Building under the Sawgrass WWTP Train A Secondary Treatment project, as portions of the work rely on new equipment to be housed in that facility. The new blower building is under construction but has an extended schedule for completion. In the interim, the DAF system has continued to experience operational failures, particularly with the east unit's upper skimmer system. To avoid further delaying critical rehabilitation work, City Staff and Hazen identified portions of the project that could be constructed independently. As a result, the City amended the project agreement to divide the improvements into two phases, with Phase 1 addressing the most urgent equipment and structural needs. Included within the Phase 1 scope of work will be the replacement of instrumentation and control devices, new drive units with variable-speed motors, replacement of longitudinal upper skimmers, structural repairs to both DAF tanks, interior and exterior tank coatings, replacement of process piping and appurtenances, new canopy over the DAF tanks, along with associated electrical, instrumentation, and control work.

The DAF Phase 2 Improvements project is expected to be advertised in the near future and will include the pressurization tanks, polymer systems, air compressor systems, pumps, motors, and associated equipment that depend on the Blower/Electrical Building currently under construction under a separate construction contract (Sawgrass WWTP Train A Secondary Treatment project).

On August 29, 2025, Bid No. 25-65-06-CM was issued for the DAF Phase 1 project. Following the evaluation conducted by the Purchasing Office, Utilities Department, and Hazen and Sawyer, and under a separate Agenda Item Request, it is being recommended that the contract be awarded to the lowest responsive and responsible bidder, RF Environmental Services, Inc.

To support successful project execution, City staff developed Project Agreement 26-008-HS with Hazen, to provide Construction Management Services for engineering services during construction. These services will ensure all work complies with the bid documents and will support certification by permitting agencies.

Staff negotiated a fee for these professional services with Hazen, that is considered fair and reasonable for the scope and complexity of the work. This project is included within the City's Five-year Capital Improvement Program and is listed in item number 26 in Exhibit 'A' Scope of Services of the Continuing Services Agreement with Hazen and Sawyer P.C.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Guarionex De Los Santos Phone: 954-888-6077

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 "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NO. PA-26-008-HS SAWGRASS WASTEWATER TREATMENT PLANT DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS – PHASE 1 CONSTRUCTION MANAGEMENT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a qualified professional engineering firm to provide construction management services for the Sawgrass Wastewater Treatment Plant Dissolved Air Flotation Thickening Process Improvements – Phase 1 Project, awarded via Bid No. 25-65-06-CM to RF Environmental Services, Inc.; and

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

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

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-26-008-HS Sawgrass Wastewater Treatment Plant Dissolved Air Flotation Thickening Process Improvements – Phase 1 Construction Management Services" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA 26-008-HS

SAWGRASS WWTP DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS - PHASE 1 CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated **May 11, 2021**, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 11, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS - Not used

2.4 SIXTY PERCENT DESIGN DOCUMENTS - Not used

2.5 NINETY PERCENT DESIGN DOCUMENTS - Not used

2.6 ONE HUNDRED PERCENT DESIGN DOCUMENTS – Not used

2.7 ADMINISTRATION OF CONSTRUCTION

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

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

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

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

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

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

2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

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

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall

be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages - Not used

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

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

NAME	FUNCTION
Patricia Carney, PE	Company Officer
Jennifer McMahon, PE	Technical Expert
Jean Paul Silva, PE	Technical Expert
Anthony Niemiec, Jr., PE	Supervising Professional
J. Patrick Bowles, PE	Supervising Professional
Kyle Ringger, PE	Professional
Casey Andersen, PE	Professional
Fabiana Gonzalez, EI	Assistant Professional
Carlton Ivery	Senior Inspector
Elisandro Escoto	Senior Designer
Teresa McNally	Senior Administrator

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

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

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $289,265.00 exclusive of authorized Reimbursable Expenses ($290,265.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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

Task 1 – Construction Administrative Services	$120,300.00	42%
Task 2 – Field Observation Services	$141,503.00	49%
Task 3 – Project Closeout Services	$27,462.00	9%
Total	$289,265.00	100%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

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

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

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **830 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination,

together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

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

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

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

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

____ day of _____, 2026.

AUTHENTICATE:

_____
Senior Vice President

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

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

SAWGRASS WWTP DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS - PHASE 1 CONSTRUCTION MANAGEMENT SERVICES

BACKGROUND

The biosolids treatment system at the City of Sunrise's ("City") Sawgrass Wastewater Treatment Plant (WWTP) uses a Dissolved Air Flotation Thickener (DAFT) facility. This process thickens Waste Activated Sludge (WAS), and the water separated from the WAS is sent back to secondary treatment for further processing. Thickened WAS is then pumped from the sludge holding tanks to the City's biosolids building for dewatering via centrifuges.

The DAFT facility features two parallel DAFT units. Each unit includes a pressure retention tank, a backpressure control valve, a recirculation pump, a flotation tank, and a longitudinal sludge skimmer. Additionally, the facility requires supporting equipment such as two polymer feed skids, three WAS feed pumps, four TWAS pumps, and two air compressors. For added reliability, there is also a standby recirculation pump.

DAFT Unit No. 1 was installed in 1987, and DAFT Unit No. 2 followed in 1996. The City has determined that the mechanical and process equipment in both units has reached the end of its service life and needs replacement. Furthermore, the steel canopy roof over the units is deteriorating and requires attention. Due to the current state of the DAFT system, the City will split the project into two phases:

Phase 1: Skimmer system, steel canopy cover, lighting, interior tank coatings/concrete repairs and associated appurtenances.

Phase 2: DAFT pumping facilities, piping, valves, electrical systems, instrumentation, control panels, and related components.

This project agreement covers construction management services for Phase 1 and provides for the following:

- Construction Administration Services
    - Assistance to Contractor for procuring agency permits and approvals
    - Office services to facilitate communication and coordination between project stakeholders
    - A preconstruction conference, including preparation of agenda and minutes
    - Monthly Construction progress review meetings with the Contractor to address schedule and coordination items, including preparation of agendas and minutes
    - Construction Administration efforts including submittal reviews such as shop drawings, operation and maintenance manuals, warrantees, and project samples

- Assistance with Requests for Information (RFIs) and contract interpretations and change management
- Review and approval of Payment Applications based on Engineer's observations of work completed

- Field Observation Activities
  - Consultant will perform limited time on-site observations of the work
  - Consultant will perform specialty inspections as well as special inspection services required by Florida Building Code (FBC).
  - Consultant will provide engineering assistance during commissioning of the work.
- Project Close Out Activities
  - Develop punch lists with assistance from City staff, including one walkthrough each to verify substantial and final completion
  - Certification of final construction to appropriate jurisdictional agencies
  - Assistance to Contractor to procure final approval from City of Sunrise Community Development Department (CDD) – Building Division
  - Preparation of Record Drawings

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

Task 1 – Construction Administration Services

1.01 Assistance to Contractor for Procuring Agency Permits and Approvals: Hazen and Sawyer, P.C. ("Consultant") shall provide assistance to the Contractor for procuring permits with CDD - Building. Consultant shall provide signed/sealed drawing revisions and submittals as required to obtain permits. Consultant shall also compile, stamp, and package the appropriate submittals in the approved format for CDD. Consultant shall respond to requests for additional information from CDD.

1.02 Representation of the City: The Consultant shall represent the City during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the City to the Contractor shall be communicated through the Consultant unless the City directs otherwise. The Consultant shall act on behalf of the City only to the extent provided in the Project Agreement and in the Contract for Construction. The Consultant shall perform the duties, obligations and responsibilities of the Consultant as set forth in the Contract for Construction to be executed by and between the City and a General Contractor. The Consultant herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.

1.03 Construction Meetings**:** Consultant shall conduct virtual preconstruction conference and in-person monthly progress meetings (unless otherwise noted) with the Construction Contractor and the City to review project status and identify issues that may affect the

project schedule. Consultant shall provide City with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs. A summary of the meetings provided under this Contract is shown below:

- One (1) preconstruction kickoff meeting
- Twelve (12) construction progress meetings (virtual)

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

1.05 Contract Interpretations and Clarifications**:** Consultant shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. Non-technical administrative interpretations shall be provided by City. This activity includes a total of 10 requests for information to be reviewed and responded to by the Consultant.

1.06 Shop Drawings**:** Consultant shall log, track, review and process shop drawings, manufacturer operation and maintenance manuals, and any other submittals which the Construction Contractor is required to submit. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This contract assumes the review of approximately fifty (50) shop drawing submittals inclusive of Operations & Maintenance ("O&M") manuals and potential resubmittals.

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

EXHIBIT "1"

Task 2 - Field Observation Services

2.01 Inspection of the Work and Testing: The Consultant shall provide an inspector that will perform limited field observation services of the proposed Work on a basis not to exceed an average of (12) hours per week for 12 months of construction.

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

- Attend a pre-construction conference, construction progress meeting and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Prepare and submit inspection reports and project photographs to the City, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.

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

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

2.04 Engineering Assistance During Startup: Prior to substantial completion of the work, Consultant will assist the Contractor and City with startup and commissioning of the DAFT system and associated facilities.

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

Task 3 – Project Closeout Services

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

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

- City of Sunrise Community Development Department – Building Division

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

EXHIBIT "1"

KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The Consultant shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto.
4. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract Documents.
5. Fees for legal assistance are specifically excluded.
6. Notwithstanding the terms and conditions of the Project Agreement, the Consultants Responsibilities shall be solely as detailed in the Scope of Services.
7. The City will pay all permitting and certification fees required.
8. Consultant shall not be responsible for payment of any testing fees required by the Contract Documents.
9. Updates to the City's Sawgrass WWTP O&M Manual are not anticipated to be required, therefore not included.
10. Consultant's scope of services does not include claims analysis or litigation support.
11. An inspector will not be provided by the City. A Hazen inspector will support this project with an average of 12 inspection hours per week. A construction duration of 12 months is assumed.

EXHIBIT "1"

DELIVERABLES

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

EXHIBIT "2"

PROJECT SCHEDULE

Task	Task Description	Duration (Calendar Days)
1	Pre-Construction Services	180
2	Services During Construction and Field Observation Services	455*
3	Project Closeout	90*

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

CITY OF SUNRISE

Memorandum

To: File

From: Earl Prizlee, P.E. Capital Projects Director EPP

Date: January 13, 2026

Re: Basis & Justification for Consultant Selection for Professional Engineering Services for the SG WWTP DISSOLVED AIR FLOATATION AND THICKENING PROCESS IMPROVEMENTS project.

The Utilities Department assigned professional engineering services to Hazen and Sawyer for assistance with construction administration services for the SG WWTP DISSOLVED AIR FLOATATION AND THICKENING PROCESS IMPROVEMENTS project.

Basis

The SG WWTP DISSOLVED AIR FLOATATION AND THICKENING PROCESS IMPROVEMENTS project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for design services.

Justification

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

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Lime Lit Lounge

Item Number: 5A **Meeting Date:** 2/24/2026

City Reference Number (C#): C26026

Item Description:

Special Exception - Board of Adjustment Board - February 3, 2026 Passed 6-0

A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for a Bar located at 4537 N. Pine Island Road, within the Pines Plaza Shoppes; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26026
Exhibit A - Staff Report
Letter of Intent
Applicant Letter - Additional Voluntary Commitment
Site Photographs
Public Notice
Legal Ad
Letter to Applicant

Background:
This is an application for Special Exception use approval of a proposed bar located at 4505 - 4579 N. Pine Island Road (Unit# 4537) within the Pines Plaza Shoppes, as shown on the location map in the attached Staff Report. The property is zoned B-3, the General Business District, and the underlying land use is Commercial on the City's Future Land Use Map. This Special Exception application requires City Commission approval per Subsection 16-36 of the Land Development Code for a Special Exception.

The Plaza prohibits nightclubs, adult entertainment, teen night clubs and convenience store uses based upon a recorded restrictive covenant, effective August 26, 2025, via Instrument No. 120443638.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Special Exception. Therefore, Staff recommends approval subject to the following conditions prior to issuance of a Business Tax Receipt:

1. Obtain a beer and wine license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."
3. All establishment doors must remain closed other than for ingress and egress.
4. Outdoor seating and any outdoor activities associated with the establishment are not permitted.
5. Install soundproofing to meet or exceed an STC rating of 60.

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of Business Tax Receipt to improve the health, safety and welfare:

6. Deploy a multi-camera CCTV system.
7. Install a monitored alarm system.
8. Register under the City of Sunrise "Trespass Program."
9. All hookah smoking must be conducted within the interior of the establishment.
10. Maintain the following hours for the establishment (bar): Tuesday through Sunday 6:00 p.m.

to 1:00 a.m. and closed on Mondays. Any change of hours will require revised Special Exception.

At the February 3, 2026, Board of Adjustment meeting, the Board approved Staff's recommendation subject to the conditions listed above as well as an additional condition voluntarily proffered by the applicant:

11. Signage posted within the establishment prohibiting all other types of smoking (i.e. cigarettes, cigar, etc.) except for hookah smoking.

Staff completed an open building permit and code violation search. There are four (4) open building permits. There is one (1) active building code violation and four (4) active City Code violations.

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

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, GRANTING A SPECIAL EXCEPTION USE PERMIT FOR A BAR LOCATED AT 4537 N. PINE ISLAND ROAD, WITHIN THE PINES PLAZA SHOPPES; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 16-36 of the Code of Ordinances of the City of Sunrise, Florida (City Code), Lime Lit Lounge LLC (Applicant), has applied to the City Commission for approval of a special exception use permit for a bar and hookah lounge located at 4537 N. Pine Island Road, within the Pines Plaza Shoppes.

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

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

Section 2. Approval of Special Exception Use Permit. Pursuant to Application No. SE-000291-2025 (85:80028), the issuance of a special exception use permit for a bar is approved. The Applicant, the property owner, and their successors and assigns shall comply with all staff recommendations and conditions set forth in the Community Development Department's Staff Report to the City Commission (Staff Report), including those listed in the Staff Recommendation to the Board of Adjustment section. A copy of the Staff Report is attached to and made a part of this Resolution as Exhibit A.

Section 3. Violation of Conditions. Pursuant to Section 16-36(h) of the City Code, failure to adhere to the terms and conditions of approval listed above and in the Staff Report shall be considered a violation of the City Code, and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 4. Term. In accordance with Section 16-36(e) of the City Code, this special exception use permit shall be effective for a period of eighteen (18) months from the effective date of this Resolution, during which time an active building permit or a business tax receipt must be issued consistent with this Resolution for this special exception use permit to remain in effect. In accordance with Section 16-36(i), if, for any reason, the approved special exception use ceases or is discontinued for a period of one (1) year or more, the property shall not thereafter be used for that special exception use without the subsequent approval of a new special exception use application.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

EXHIBIT A

STAFF REPORT

LIME LIT LOUNGE – BAR (SPECIAL EXCEPTION)

Summary

This is an application for Special Exception use approval of a proposed bar located within the existing Pines Plaza Shoppes shopping center specifically at 4537 N. Pine Island Road, as shown on the location map. The property is zoned B-3 (General Business District) and the underlying land use is C (Commercial) on the City's Future Land Use Map. The proposed bar use requires City Commission approval per Subsection 16-79(d) of the Land Development Code (LDC) for a Special Exception.

General Information

The Pines Plaza Shoppes ("Plaza"), formerly "Pine Island Plaza" and "Old Florida Plaza", Site Plan was originally approved by the City of Sunrise City Commission on October 8, 1985, via Resolution No. 82-265. The Plaza has received variances for setbacks, landscaping and parking, as well as several Special Exception use approvals for various tenants over the years. Current tenants within the Plaza include a grocery store, retail uses, public assemblies, medical offices, restaurants, a liquor store and beauty salons.

Along the west side of the property is a lake zoned R/OS (Recreation/Open Space District) and a multi-family residential development zoned RM-10 (Low Medium Multifamily Residential District). North of the property is a multi-family residential development zoned RM-10. To the east of the property are single-family dwelling units and a utilities facility (within the City of Lauderhill). To the south of the property is a gas station/repair shop zoned B-3, lake zoned R/OS, and RM-10 residential across the lake.

The Plaza prohibits nightclubs, adult entertainment, teen night clubs and convenience store uses based upon a recorded restrictive covenant, effective August 26, 2025, via instrument no. 120443638.

Project Description

Section 3-1 of the Code of the City of Sunrise (the "City Code") requires a separation distance of 600 feet between a merchant of alcoholic beverages and any existing place of worship, public or private school, and public park. However, if said merchant is located within a shopping center existing prior to May 8, 2012, the place of worship separation requirement is

not applicable. The Plaza existed prior to May 8, 2012 and therefore the places of worship separation distance is not applicable. There are no schools or public parks within 600 feet of the proposed bar. Therefore, the proposed bar use complies with the distance separation requirements of the City Code.

Lime Lit Lounge is a proposed bar and hookah lounge, to be located within a 2,640 square foot unit at 4537 N. Pine Island Road. The lounge's hours of operation will be Tuesday through Sunday, from 6:00 p.m. to 1:00 a.m., and closed on Mondays, complying with City Code Section 3-4. Staff will consist of between ten (10) and thirteen (13) employees with an additional three (3) to five (5) persons from an outside security company. The establishment's floor plan will feature seating arrangements for both groups and individuals, as well as a hookah service area, a bar and social spaces to partake in hookah and beverages. No food will be served.

The store will also provide signage as required by City Code Section 3-6 regarding the dangers of alcohol consumption. To assist in ensuring safety a CCTV system will be installed within the interior and exterior of the unit.

Staff Evaluation

The applicant has addressed the criteria established in Section 16-36(d) of the LDC for the granting of a Special Exception use as follows:

IMPACT ON SURROUNDING PROPERTIES: The applicant states the lounge will operate with a clear set of community-focused values including cooperating with local authorities on inspections, compliance checks, and any additional requirements to maintain good standing. In addition, the applicant will enforce a strict "21+" entry policy based upon a valid, government-issued, identification. The applicant voluntarily commits to keeping music at a reasonable level and providing soundproofing measures to meet or exceed an STC rating of 60. A high-efficiency ventilation system designed to maintain clean air and comfort will also be provided for within the establishment. Prior to the issuance of Business Tax Receipt (BTR) the applicant will provide a copy of its beer and wine license to the City of Sunrise and voluntarily commits to participating in the City of Sunrise "Trespass Program."

There are no proposed changes to the exterior of the existing building, nor the lighting or parking of the Plaza. Lime Lit Lounge staff will also conduct regular cleanups of the premises and surrounding areas to maintain cleanliness.

TRAFFIC: The applicant states Lime Lit Lounge is fully committed to ensuring its operations do not cause any disruption to traffic patterns or parking availability within the Plaza. The existing commercial Plaza will adequately support the volume of patrons expected during normal business hours. Customers will be educated about responsible parking to ensure

loitering and illegal parking in adjacent areas is discouraged and monitored by Lime Lit Lounge's security.

The customer service area within the proposed establishment will be 1,368 square feet requiring eighteen (18) parking spaces. As such, the Plaza will continue to maintain adequate parking. Furthermore, all deliveries will be conducted between 9:00 a.m. and 5:00 p.m. via the rear entrance of the building to avoid disruption.

COMPREHENSIVE PLAN: The applicant states the proposed liquor store use is consistent with the following portions of the City of Sunrise Comprehensive Plan:

Future Land Use Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida region.

Applicant's Response: *Lime Lit Lounge directly advances GOAL 2 by introducing a distinctive entertainment-oriented commercial use that expands the diversity of amenities available within the City of Sunrise. The lounge contributes to a varied commercial mix, activates an existing retail space, and offers a social and cultural gathering venue that serves both residents and the broader South Florida region. As a locally owned small business, Lime Lit Lounge supports economic growth while maintaining compatibility with surrounding commercial uses.*

Future Land Use Policy 2.2.1: The City of Sunrise Land Development Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exception only.

Applicant's Response: *Lime Lit Lounge fully supports Policy 2.2.1 because the proposed bar (hookah lounge) is located at 4537 N Pine Island Road, within an established commercial corridor designed to accommodate service-based uses. The Land Development Code requires this type of use to be reviewed as a Special Exception, and Lime Lit Lounge has completed all required submittals to ensure compliance. The bar's operational plan, hours, and site layout are designed to match the intensity appropriate for this zoning district, while maintaining compatibility with neighboring businesses and minimizing any potential impacts. This project enhances the commercial mix in the area while meeting the City's standards for safe and responsible operation.*

OTHER FACTORS: The applicant states all smoking, including hookah use, will be limited to designated indoor areas only. Furthermore, private events will not be allowed and the establishment is committed to follow the aforementioned Plaza's restrictive covenant by not being a nightclub, as defined by 16-277 of the City of Sunrise's Land Development Code (LDC).

Staff Recommendation to the Board of Adjustment, February 3, 2026

Staff finds this application meets all applicable LDC requirements for the granting of Special Exception use. Therefore, Staff recommends approval subject to the following conditions prior to issuance of Business Tax Receipt:

1. Obtain a beer and wine license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."
3. All establishment doors must remain closed other than for ingress and egress.
4. Outdoor seating and any outdoor activities associated with the establishment are not permitted.
5. Install soundproofing to meet or exceed an STC rating of 60.

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of Business Tax Receipt to improve the health, safety and welfare:

6. Deploy a multi-camera CCTV system.
7. Install a monitored alarm system.
8. Register under the City of Sunrise "Trespass Program."
9. All hookah smoking must be conducted within the interior of the establishment.
10. Maintain the following hours for the establishment (bar): Tuesday through Sunday 6:00 p.m. to 1:00 a.m. and closed on Mondays. Any change of hours will require revised Special Exception.

Board of Adjustment Recommendation, February 3, 2026

At its meeting on February 3, 2026, the Board approved Staff's recommendation subject to the conditions listed above as well as an additional condition voluntarily proffered by the applicant:

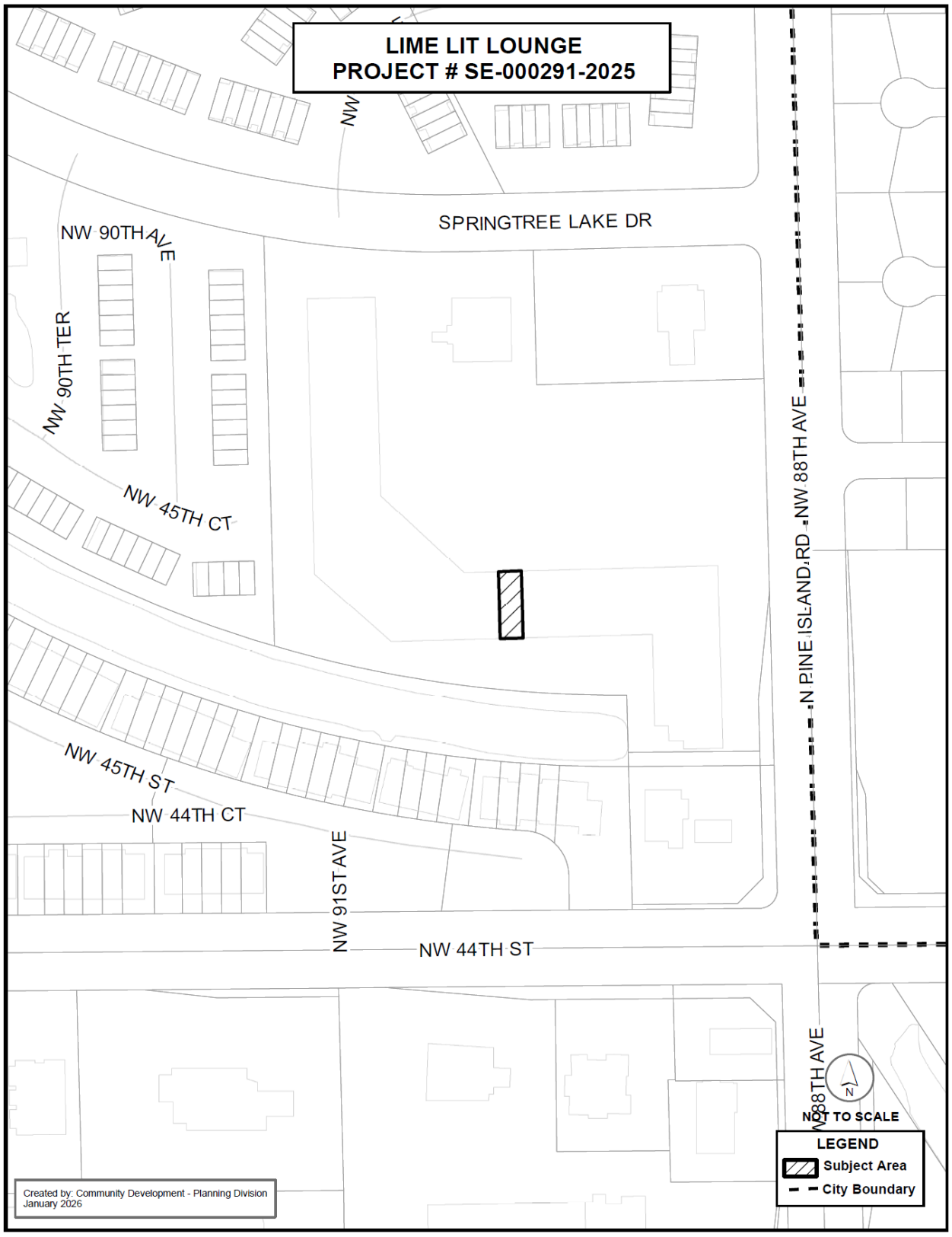
11. Signage posted within the establishment prohibiting all other types of smoking (i.e. cigarettes, cigar, etc.) except for hookah smoking.

Final Recommendation to the City Commission, February 24, 2026

Staff recommends approval of this application subject to the conditions listed above.

Planner: Matt Goldstein
File No. SE-000291-2025 (85:80028)

LOCATION MAP



Tyesha Johnson

Owner, Lime Lit Lounge LLC

4537 N Pine Island Rd Sunrise, FL 33351

LimeLitLounge@gmail.com

Date: November 15th, 2025

To: City of Sunrise Planning & Zoning Division

10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: Special Exception Request for Bar (Hookah Lounge) at 4537 N Pine Island Rd. Sunrise, FL

Dear whom it may concern,

I hope this message finds you well. My name is **Tyesha Johnson**, and I am the owner of **Lime Lit Lounge LLC**, a proposed Bar (Hookah Lounge) intended for establishment at **4537 N Pine Island Rd, Sunrise, FL 33351** with the square foot in the amount of 2,640. The total amount of square foot usage for customer service is 1,368. The current zoning is B3 (General Business District) with the overall area of site = 432,463 square feet (9,928 +/-acres). Located on the intersection of Pine Island BLVD & near Spring Tree Lake Drive. I am writing to respectfully request a **special exception** under the existing zoning regulations to allow for the operation of a Bar (Hookah lounge) at this location. There are very few hookah lounges/cafes in surrounding cities such as Kan Zaman Lounge & Café located at 1826 N University Dr, Plantation, FL 33322 & Dandana Hookah Café located at 1763 N University Dr, Plantation, FL 33322.

Lime Lit Lounge is envisioned as a vibrant, culturally inspired social venue where adults 21 and over can enjoy premium flavored hookah in a relaxed, upscale environment. We are committed to operating in full compliance with all applicable city and state laws, and with a deep respect for community standards.

At Lime Lit Lounge, our mission is to create a vibrant & inclusive space where people can sit, unwind, connect, and celebrate life's moments. We are committed to delivering a premium

experience through our high-quality hookah services, carefully curated selection of beers and wines, and a diverse music atmosphere that fosters community and cultural exchange. We will have modern style seating & table areas throughout the unit space for a relaxing vibrant environment. We will not serve any food, as our focus is on maintaining a clean upscale hookah lounge environment. We will not have an open space for a dance floor or moving furniture to create that night life atmosphere. There will be no live bands or coverage charge being that we will not running as a nightclub. We want it as a welcoming experience for the residents of the City of Sunrise and other patrons.

The Operational Plan is followed by the **Operating Hours:** Open from 6:00 PM to 1:00 AM Tuesday – Sunday & closed Mondays to the public and no private events will be held as well, we will be catering to after-work crowds, evening gatherings, and night socializing.

Facility Setup: A modern, comfortable, and stylish lounge with seating arrangements for groups and individuals. The space will include a hookah service area, a bar, and an inviting social space for seating areas with tables for hookah, beer & wine beverages.

Staffing would Avg. the range of 10-13 employees depending on days of operation which will include, Co-Owners of business, Servers, Cleaning & A Security hired company (a business that provides professional security services to individuals, businesses, or organizations on a contractual basis. Instead of hiring their own in-house security staff, clients hire these companies to handle their security needs. Which they will strictly be enforced for a safe environment and check valid form of IDs being that it will be tobacco, beer and wine sales.)

Our goal is to be **a model business within the community**, promoting safety, cleanliness, and cooperation always. A copy of a beer/wine license from the State of Florida Department of Business and Professional Regulations, Divisions of Alcoholic Beverages and Tobacco and will be provided to the City of Sunrise-Planning Division prior to opening.

Impact on Surrounding Properties section:

Respect for the Neighborhood

We understand that operating a hookah lounge requires sensitivity to the surrounding community. Lime Lit Lounge will operate with a clear set of **community-focused values**:

- We are fully prepared to cooperate with local authorities on inspections, compliance checks, and any additional requirements to maintain a good standing.
- Our mission is to be a **positive presence**, not a disruptive one. We want Lime Lit Lounge to reflect the best of Sunrise—diverse, welcoming, and forward-thinking.

Additional Commitments

- Age Verification: Strict 21+ entry policy with valid government-issued ID required.
- Voluntary Enrollment: Business will enroll in the City of Sunrise's Trespass Program

before BTR issuance.

- **Beer/Wine License**: A copy of the **beer and wine license issued by the Florida**

  Department of Business and Professional Regulation (DBPR) will be provided to the **City of Sunrise Planning Division** prior to opening and before final approval of the Business Tax Receipt (BTR).

- Community Values: Commitment to being a **respectful, law-abiding, and community-positive** business.
- **Exterior Appearance**: There will be **no changes to the exterior** of the building. The existing facade, signage, and lighting will remain consistent with the rest of the plaza.

Traffic:

Traffic Control and Parking Management

We understand that increased traffic flow is a valid concern when introducing a new business to a commercial area. Lime Lit Lounge is fully committed to ensuring that our operations do not cause any disruption to traffic patterns or parking availability in and around **4537 N Pine Island Rd Sunrise, FL 33351.**

- The location is situated in a **commercial plaza**, which will adequately support the volume of patrons expected during normal business hours.
- If necessary, we are open to working with the property management and to make sure sufficient parking must be provided onsite and confirmed/evaluated by the property owner/management and applicant to be reviewed by the city to meet city code/regulations.
- We will also educate our customers about responsible parking and ensure that **loitering or illegal parking** in adjacent areas is strictly discouraged and monitored by Security staff (Hired company).
- Our goal is to maintain a **smooth and respectful traffic flow** that ensures both safety and convenience for our patrons, neighboring businesses, and residents.

Parking & Traffic Management

- On-Site Parking: Adequate shared plaza parking is available.
- Parking Requirement: Per section 16-144(a)(16) of city's Code for Bar, 1 space per 75 sq. ft. of the **total area** square feet → 2,640 ÷ 75 = 35 required spaces. However, the amount of parking for the **customer service area** which is the total square feet of → 1,368÷75=18 required parking spaces.

Deliveries will be conducted through the rear entrance to avoid disruption. Deliveries could be expected Tuesday- Thursday anywhere between times of 9AM- 5PM.

Comprehensive Plan:

Comprehensive Plan Consistency

GOAL 2
Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.

Response: Lime Lit Lounge directly advances GOAL 2 by introducing a distinctive entertainment-oriented commercial use that expands the diversity of amenities available within the City of Sunrise. The lounge contributes to a varied commercial mix, activates an existing retail space, and offers a social and cultural gathering venue that serves both residents and the broader South Florida region. As a locally owned small business, Lime Lit Lounge supports economic growth while maintaining compatibility with surrounding commercial uses.

Policy 2.2.1
The City of Sunrise Land Development Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exception only.

Response: Lime Lit Lounge fully supports Policy 2.2.1 because the proposed bar (hookah lounge) is located at **4537 N Pine Island Road**, within an established commercial corridor designed to accommodate service-based uses. The Land Development Code requires this type of use to be reviewed as a **Special Exception**, and Lime Lit Lounge has completed all required submittals to ensure compliance. The bar's operational plan, hours, and site layout are designed to match the intensity appropriate for this zoning district, while maintaining compatibility with neighboring businesses and minimizing any potential impacts. This project enhances the commercial mix in the area while meeting the City's standards for safe and responsible operation.

Minimal Impact on Surrounding Areas

Lime Lit Lounge LLC is committed to being a **good neighbor** and operating in a way that is respectful and beneficial to the surrounding community. We will proceed with all steps to ensure that our business will have **minimal negative impact** on nearby residents, businesses, and public spaces.

- **Noise Control (Soundproof commitment)**: We will keep indoor music at reasonable volume levels, especially during evening hours. We will commit & ensure that all **soundproofing measures meet** or **exceed an STC rating of 60**, in full compliance with the specified acoustic performance requirements.
- **Litter Prevention**: We will conduct regular cleanups of our premises and surrounding areas to maintain cleanliness. Staff will be trained to ensure that no litter, including hookah-related waste, is left outside.

- **Respecting Nearby Businesses**: Our lounge will complement the local business environment by drawing patrons to the area during hours when most other businesses are closed. We aim to create a positive synergy, not competition or disruption.
- We will enforce **strict age verification** policies—entry will be limited to individuals aged 21 and up.
- Our facility will feature a **high-efficiency ventilation system** designed to maintain clean air and ensure the comfort and safety of our patrons and staff.
- **Security** (hired company) will be on-site during all operating hours to promote a safe and respectful environment which will include a range of 3-5 securities to ensure safety measure & check IDs to verify the minimum age restriction of 21 & no weapons allowed in the lounge.
- We will operate during reasonable evening and nighttime hours.
- There will be a **camera surveillance** system for the unit (interior & exterior) showing the inside, outside, parking lot and behind the unit.
- All **deliveries for restocking products** for the lounge will be brought through the back of the unit.

Our goal is to be **a model business within the community**, promoting safety, cleanliness, and cooperation always.

Other Factors section:

B-6 District Compliance

- The proposed project is not within a B-6 district therefore the City of Sunrise Land Development Code (LDC) Section 16-36(d)(5) is not relevant.

Outdoor Smoking Policy

To maintain a clean, respectful, and community-friendly environment, **Lime Lit Lounge will enforce a strict "No Smoking Outside" policy**. All smoking, including hookah use, will be limited to designated indoor areas only.

- **Outdoor smoking will not be permitted** in front of the building, in the parking lot, or around neighboring businesses.
- Our security team (hired company) will ensure this policy is followed and address any violations promptly and respectfully.
- This approach is intended to maintain **cleanliness, reduce secondhand smoke exposure**, and show consideration for nearby tenants, customers, and residents.

  By keeping smoking indoors in a controlled and ventilated environment, we aim to align with **public health standards** and maintain the aesthetics and comfort of the surrounding area.

City of Sunrise Code Section 16-277 Compliance (Nightclub Criteria Analysis) Lime Lit Lounge does NOT meet nightclub criteria:

- No cover charge, minimum drink requirement, or door contribution.

- No dance floor or rearranged space for dancing or entertainment viewing.
- Maximum occupancy is 79 persons, well under the 200-person nightclub threshold.

- Alcohol is served only during hours of operation.
- Operating Hours 6:00 PM – 1:00 AM Tuesdays-Sunday, closed Mondays to the public and no private events will be allowed.
- No advertising of live entertainment.

- Music is ambient or DJ-curated, with no live bands.

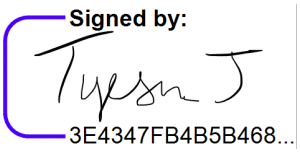
  We believe that Lime Lit Lounge will offer a fresh, positive addition to the community by providing a safe, inclusive social space that celebrates cultural diversity and lounge in a responsible manner.

  Thank you for your time and consideration. I look forward to working together to bring something special to Sunrise community.

Sincerely,

Tyesha Johnson

Owner, Lime Lit Lounge LLC



February 11, 2026

Dear Mr. Goldstein,

This letter is to clarify the special exception request for **Lime Lit Lounge**.

The business will **only allow hookah smoking**. There will be **no cigars and no other smoking of any kind** permitted on the premises. We will **voluntarily post clear signage** reflecting this policy.

Thank you for your time and consideration.

Sincerely,
Tyesha Johnson
Owner

SPRINGTREE LAKE DRIVE

Lime Lit Lounge – Special Exception

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4555

4545 – 53

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X(N) = FACING NORTH
X(E) = FACING EAST
X(S) = FACING SOUTH
X(W) = FACING WEST
0 = LIME LIT LOUNGE LLC #4537

PINE ISLAND SHOPPING PLAZA

PINE ISLAND ROAD
(N.W. 88th AVENUE)

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Special Exception** for a bar use that is near your home or business. You are receiving this notice because you own property within 500 feet of this location. The proposed project is located at 4537 N. Pine Island Road, Sunrise, Florida, as shown on the attached map. City staff has determined that this application meets all applicable code requirements. **Therefore, it will be placed on the quasi-judicial consent agenda for City Commission action at its meeting on TUESDAY, February 24, 2026 commencing at 5:00 P.M. This meeting will occur in the Sunrise City Hall Commission Chambers located at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351.** This item may be recessed or tabled from this meeting to another meeting.

This application is on file in the Community Development Department of the City of Sunrise, located at 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial hearing as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing. Affected Parties must attend the hearing in person to participate.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

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. See section 286.0105, Florida Statutes.

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.

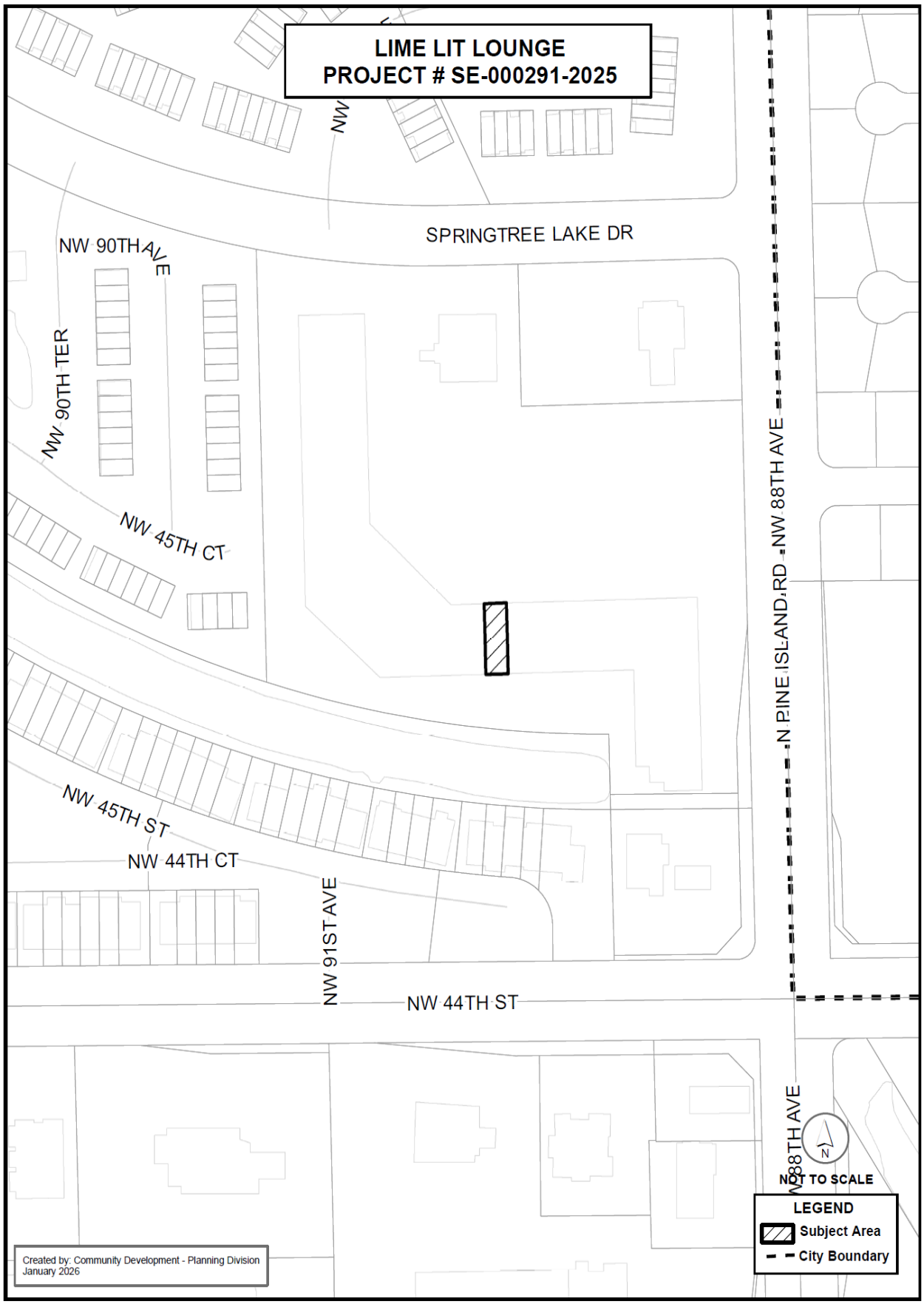
In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to 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 have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: February 9, 2026

COMMUNITY DEVELOPMENT DEPARTMENT
10770 W. Oakland Park Boulevard, 2nd Floor – Sunrise, Florida 33351
(954) 746-3281 AskZoning@sunrisefl.gov

LOCATION MAP



Preview - Content may appear in color online but may be printed in black and white.

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

February 24, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on February 24, 2026 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C26026
A RESOLUTION OF THE CITY OF SUNRISE, APPROVING A SPECIAL EXCEPTION FOR LIME LIT LOUNGE LOCATED ON 4537 N. PINE ISLAND ROAD, SUNRISE.

C25247
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING

UTILITIES WORK PLAN AND AMENDING THE CITY OF SUNRISE COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE INFRASTRUCTURE, CONSERVATION, CAPITAL IMPROVEMENTS, AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE AND THE COMPREHENSIVE PLAN AMENDMENTS TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER UNITS OF LOCAL GOVERNMENT AND GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF SUNRISE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the pro-

ceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov 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.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov, or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the February 24, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

2/14/2026 26525

This Insertion Order Form forms part of the Agreement by and between Customer and Tribune Publishing Company ("**Company**"), and is governed by the terms and conditions set forth in Company's Business Terms of Service (available at https://www.tribpub.com/central-terms-of-service/) (the "**Business Terms**") and the Data Processing Addendum (the "**DPA**") The Business Terms, DPA, and this Insertion Order are collectively referred to as the "**Agreement**." The Business Terms and DPA constitute integral parts of this Insertion Order and are hereby incorporated into this Insertion Order by this reference. Capitalized Terms not otherwise defined in this Insertion Order have the same meanings as that ascribed to them in Business Terms. In the event of any ambiguity, conflict, or inconsistency between any of the Business Terms, this Insertion Order, and the DPA, the following order of precedence shall govern for purposes of resolving any such ambiguity, conflict, or inconsistency: (1) this Insertion Order, (2) the DPA, if applicable, and (3) the Business Terms.

Lourdes M. Lawrence
Administrative Services Manager to Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

February 19, 2026

Tyesha Johnson
Lime Lit Lounge, LLC
437 North Pine Island Road
Sunrise, FL 33351

Dear Applicant:

Your application **Lime Lit Lounge (Special Exception) (C26026)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, February 24, 2026 at 5:00 p.m at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

The City of Sunrise's City Commission Meeting will be hosted in 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.

This item may be removed from the quasi-judicial consent agenda by a commissioner of the City Commission, 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 and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Community Development Department at 954-746-3281.

Sincerely,

Lourdes Lawrence

Lourdes Lawrence
Administrative Services Manager

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Shlomo Kamhazi, Pines Plaza Shops Investors, LLC

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6A **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Presentation honoring winners of the 2026 Taste of Sunrise, Taster's Choice Awards. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

2026 Taste of Sunrise Flyer

Background:
On February 19, 2026, the Sunrise Leisure Services Department hosted the 8th annual Taste of Sunrise event, in collaboration with the Greater Sunrise Chamber of Commerce. This year's highly anticipated, sold-out event featured over 40 local restaurants, each providing food samples to approximately 500 event attendees.

At the Taste of Sunrise event, each patron received three coins to cast votes for their choice of restaurant(s) deserving of a "Taster's Choice" Award. At the end of the event, the Greater Sunrise Chamber of Commerce tallied the number of coins cast for each restaurant, revealing the winners in the categories listed below.

Taster's Choice – Restaurant Category
Taster's Choice – Dessert Category

Each winner will be presented with an award from the Greater Sunrise Chamber of Commerce for their outstanding cuisine and for being a favorite among the Taste of Sunrise attendees.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kevin Pickard Phone: 954-747-4655

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

8th Annual

taste of SUNRISE

Thursday
February 19th
7:00 pm to 9:00 pm

Celebrate the flavors of Sunrise
and enjoy samples from restaurants across our community!

ADMISSION

QR code

$20 IN ADVANCE or **$30** AT THE DOOR
(if tickets remain)

To buy tickets, visit the Sunrise Civic Center Box Office or scan QR code

CITY OF SUNRISE FLORIDA
@cityofsunrise

Signature Sunrise
10610 W. Oakland Park Blvd. • Sunrise 33351
sunrisefl.gov/taste

THE GREATER Sunrise CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Presentation

Item Number: 6B **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Presentation to the Sunrise Leadership Academy (SLA) Students Class of 2026. Robert Burns, Marketing and Communications Director.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Local High School students recently completed the City's **Sunrise Leadership Academy** (SLA) program. They participated in sessions from October through November 2025, during which time they learned about municipal government, community service, relationship building, ethics and leadership. This evening marks the graduation of the **SLA Class of 2026** and recognizes each student for their participation in this incredible Leadership Program.

The Sunrise Leadership Academy (SLA) was established in 2009 as a hands-on, real world civics program for Sunrise high school students. SLA participants learn about the public sector through instruction, observation and experience. Team-building exercises also play a significant role in the program. City staff designs and delivers the SLA core curriculum, while guest speakers enhance the program with their unique perspective. The SLA's ultimate goal is to foster a new generation of informed, civic-minded leaders.

Students in 11th and 12th grade were selected for the SLA by their teachers and administrators based on the following criteria:

- Minimum grade point average of 3.2;
- Interest in government and civic leadership;
- Minimum of 10 hours of volunteer service; and
- Demonstrated ability as a student leader, with active involvement in at least one extracurricular activity; and
- Submit an essay about their interest in the program.

Presentation of Certificates to the Sunrise Leadership Graduating Class of 2026:

- Makahi Outten, Piper High School
- Khloe Simpson, Piper High School
- Joehl Martinez, Piper High School
- Hannah Osman, Piper High School
- David Arna, Piper High School
- Zachary Schultz, Piper High School
- Sabrina Jensen, Western High School
- Anh Nguyen, Western High School
- Jared Ross Nortman, Western High School
- Anne Joseph, Plantation High School
- Karensa Jean Baptiste, Plantation High School

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Robert Burns Phone: 954-747-4661

Department Head Name and Title:
Emilie Smith, Deputy City Manager

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Public Art Master Plan Approval

Item Number: 7A **Meeting Date:** 2/24/2026

City Reference Number (C#): C26036

Item Description:

A Resolution of the City of Sunrise, Florida, adopting a Public Art Master Plan; authorizing City Staff to utilize the Master Plan for Planning Public Art Projects; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26036
Art Master Plan Part 1

Art Master Plan Part 2
Art Master Plan Part 3
Art Master Plan Part 4
Art Master Plan Part 5

Background:

The City Commission has expressed a strong desire to expand public art throughout the City of Sunrise. Over the past six years, public art has remained a high priority for the City. Highlights of accomplishments within the Public Art Program include:

- Wrapping 62 traffic control boxes with unique designs created by multiple artists;
- Installation of large, permanent sculptures, including the Village Art Plaza entryway sculpture *"Bloom,"* the Upside-Down House–inspired sculpture *"Downside Up,"* and the *"Caribbean Garden"* sculpture located at 1200 Sunset Strip;
- Completion of four large-scale painted murals, including the Butterfly mural at Sportsplex and three murals at the Village Art Plaza;
- Placement of nine temporary sculptures at the Village Art Plaza and four at Flamingo Linear Park; and
- Installation of 23 Everglades-themed wall artworks at City Hall.

To further advance the City's commitment to public art, the City Commission awarded a contract to Nine Dot Arts on June 27, 2023, to develop the City's first Public Art Master Plan. The consultant engaged with the City Commission, community members, and staff to prepare the draft Master Plan. Nine Dot Arts presented the draft at the December 9, 2025 City Commission Meeting. The Final Master Plan presented for adoption includes minor refinements based on feedback received.

The Public Art Master Plan provides a strategic blueprint to guide the City's investment in public art over the next ten years. Its goals are to establish a community-wide vision for the City's public art program; identify suitable locations for public art installations; create art-related policies and procedures; and identify resources, partnerships, and priorities to align public and private efforts with the City's vision.

The attached Master Plan represents the culmination of extensive research and community engagement conducted over the past years. The document is organized into five primary sections: Overview; Recommended Programs, Partnerships & Initiatives; Processes & Procedures; Public Art Policies; Art Typologies; and Art by Location. The Plan includes a proposed "Public Art by Location" framework, featuring an Existing Art Inventory and identifying future installation sites organized into three implementation phases.

This item seeks formal adoption of the Public Art Master Plan and authorization for staff to utilize its recommendations as a guiding framework for planning and implementing future public art projects throughout the City.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ADOPTING A PUBLIC ART MASTER PLAN; AUTHORIZING CITY STAFF TO UTILIZE THE MASTER PLAN FOR PLANNING PUBLIC ART PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise City Commission has expressed a strong desire for public art throughout the City; and

WHEREAS, in 2023, via Resolution No. 23-85, the City of Sunrise awarded a contract to NINE dot ARTS Corp. to complete a Public Art Master Plan with the goal of establishing a community-wide vision for the City's public art program, identify locations suitable for public art throughout the City, create art-related policies, identify resources and partnerships to achieve the vision, and establish priorities and programs that align with the vision and that will serve to guide public and private efforts over the next ten years; and

WHEREAS, NINE dot ARTS Corp. has worked with the City Commission, City staff, and the community to develop a Public Art Master Plan.

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

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

Section 2. The City Commission hereby adopts a Public Art Master Plan (Master Plan). A copy of the Master Plan is attached hereto and made part of this Resolution as Exhibit A.

Section 3. City staff is hereby authorized to utilize the recommendations and strategies contained in the Master Plan for planning public art projects.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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 of Sunrise

Public Art Master Plan

Published December 2025 by NINE dot ARTS

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Art Master Plan Overview

Executive Summary

In 2023, the City of Sunrise, Florida embarked on an ambitious journey to enhance its cultural landscape through the development of its first Public Art Master Plan, intended to integrate public art into the fabric of the city and reflect its commitment to cultural enrichment and community engagement.

The community's desire for public art was notably expressed during the development of the East Sunrise Improvement Master Plan, leading to plans for a Village Art Plaza and the incorporation of murals and sculptures that celebrate Sunrise's history. The call for a city-wide art strategy underscores the need for a comprehensive plan to ensure cohesive implementation across all areas of Sunrise, which includes Sunrise District West (which encompasses the Business and Entertainment District), Central Sunrise, and Original Sunrise.

As such, this plan establishes a city-wide mission and vision for public art that aligns with the City's broader goals of sustainability, quality of life, and economic development. Informed by extensive community engagement, including workshops, surveys, and collaboration with residents and City staff, the plan outlines opportunities to inspire gathering and strengthen a distinct sense of place. By identifying suitable locations for artworks, recommending arts partnerships and programs, and defining clear processes for selection and implementation, the plan aims to guide both public and private efforts over the next 10 years, supporting a public art program that is unique, vibrant and rooted in community identity.

Executive Summary: Continued

What this plan accomplishes:

- Outlines a mission, vision, and criteria for public art - the foundation upon which all art-related decisions are made
- Pinpoints strategic locations throughout the City for the placement of public art to create synergies across various locations while unifying and beautifying the city at large
- Outlines various resources and partnerships to support the public art program while uplifting existing assets and memorializing what's already working for the City
- Establishes priorities and processes for the inclusion of public art in both public and private spaces, thereby supporting both the Economic Development Director and City staff as well as private developers seeking to install artwork
- Provides administrative guidance and direction to the City Commission and City staff on the planning and processes necessary to administer and maintain a successful public art program.

By memorializing effective processes and introducing new strategies, this plan aims to bridge gaps, strengthen unity, and enhance the cultural vibrancy of Sunrise, ensuring that public art becomes an integral part of the city's identity and development. The Public Art Master Plan represents Sunrise's dedication to cultural development and community engagement. It is a strategic roadmap that will not only help to beautify the city but also increase connection amongst residents and visitors. With this master plan as a guide, Sunrise can be a model for neighboring cities on how public art can elevate community spaces and civic pride.

A Community Informed Plan

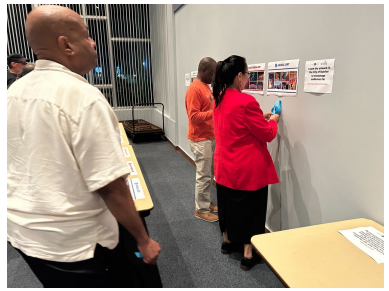
To ensure a community-informed approach toward the development of the Sunrise Public Art Master Plan, the following activities were conducted, representing a variety of perspectives.

City of Sunrise staff members were convened from various departments to participate in an interactive visioning exercise. Results from this workshop laid the foundation for the City's new public art mission and vision statements, as well as explored criteria against which future public art initiatives should be vetted.

A similar workshop was hosted with Sunrise community members, who engaged in various creative activities to share their perspectives on the most desirable locations for public art, what role art should play in the community, and other big-picture ideas for the City's public art program.

Lastly, a digital survey was administered throughout the city, collecting responses on similar questions regarding the role of public art in Sunrise, locations for artwork placement, and specific criteria to guide future artwork selection.

Results from these community input activities were synthesized into a detailed summary for City Commission review and approval, resulting in the newfound public art mission, vision, and selection criteria outlined in this plan. Additional community input was taken into consideration for recommendations in the plan regarding public art location planning and programming/partnership strategies.



Looking Back & Looking Forward

Home to approximately 98,000 residents [as of November 2025], the City of Sunrise offers a unique blend of urban amenities and natural beauty, from the nearby Everglades and proximity to South Florida's beautiful beaches. The city's infrastructure includes major transportation corridors and proximity to airports and seaports, underscoring its strategic location as an accessible attraction for millions of visitors annually. Over the past decade, Sunrise has invested significantly in capital improvements, enhancing the quality of life for its residents without increasing the property tax rate. The City's commitment to sustainability and future planning is evident in its many residential neighborhoods, robust recreational facilities, and educational institutions - as well as its renewed dedication to local arts and culture.

Historically, the City's initial attraction was the famous "Upside-Down House" by artist Norman Johnson - a creative gimmick of the 1960s that was placed at the grand entrance of Sunrise Golf Village to drive traffic to the community. Featuring a real car placed upside-down in the carport and real, standard-sized furniture hung from the home's floor, the house represented the City's first notable public attraction / marketing effort. Though the house has been removed, its historical significance continues to inform perspectives

on public art today, with many community members emphasizing art's role in attracting tourism and supporting economic development.

As such, this Public Art Master Plan honors the history of the famous "Upside-Down House" by outlining strategies for public art to similarly "amenitize" spaces through inspiration, beauty, and widespread community engagement. The plan builds on the City's successful installation of 62 vinyl-wrapped traffic boxes and the curation of a few sculptures at Flamingo Linear Park, offering further strategies, processes, and strategic location planning for public art projects that will 1) engage high traffic areas like parks and roadways; 2) beautify underdeveloped areas where art can create a distinct sense of place; and 3) unify the three districts of the Sunrise District West, Central Sunrise, and Original Sunrise. The plan also envisions the new Village Art Plaza as a central hub for public art, where permanent and temporary installations, educational programming, and community events can strengthen local creative assets, authentically reflect Sunrise's cultural identity, and function as an innovative amenity with potential economic benefits.

As we look to the future, public art in Sunrise will serve as an important tool for honoring the City's unique history while showcasing its profound evolution. Art will support Sunrise's social and economic growth, creating a desirable destination where where multiculturalism and community engagement can thrive.

Public Art Mission & Vision

The following mission and vision statements were informed by various community activities including a visioning workshop with City staff and community members and a City-wide digital survey. The newfound mission and vision for public art should guide all art-related efforts within the City of Sunrise.

Mission

The mission for public art in the City of Sunrise is to inspire community gathering and unification through art that beautifies the City, reflects its many cultures, and contributes to a distinct sense of place.

Vision

When Sunrise achieves its mission, we envision an economically and socially prosperous City that garners local and national recognition. Such success will be thanks to a public art program that:

- beautifies the city through strategic placement of art in the City's parks, roadways, and Village Art Plaza;
- engages private developers to prioritize public art in their new development and redevelopment projects;
- represents the City's multiculturalism;
- sparks inspiration, imagination, and fun for residents and visitors;
- provides opportunities for local and regional artist engagement; and
- allows ample opportunities for resident/community engagement.

Recommended Programs, Partnerships, & Initiatives

The recommended programs, partnerships, and initiatives on the following pages were developed to help the city fulfill the new, community-informed public art mission and vision over the next 10 years. Information on various public art funding models is provided to support these recommendations, followed by a strategic plan to guide efforts within both publicly and privately owned spaces.

Public Art Funding Models

The following page provides a list of funding models that have been successfully used to finance public art in private developments, municipalities, and cities that are known throughout the country as having a strong arts and cultural infrastructure. The table describes 12 income sources categorized by 5 funding types, each with the power to fund a variety of permanent and temporary art projects.

Currently, the City of Sunrise pays for public art projects with taxpayer dollars allocated through its General Fund and could consider implementing any of the funding models listed on the following pages.

Utilize the Arts and Planning Toolkit for more information and resources on percent-for-art programs. The Arts & Planning toolkit was prepared by the Metropolitan Area Planning Council.

Public Art Funding Models

The 12 income models for consideration are listed and grouped into 5 funding types:

- **City Funding** - income from taxpayer dollars which is allocated by city officials to various city-run departments, programs, and initiatives
- **Ownership** - fees charged by ownership groups, like percent of land sales and percent of construction costs, both of which are a strong way to kickstart an art program and/or form an entity through which arts activities can be executed, such as a nonprofit
- **Grants & Donations** - money given to support a nonprofit
- **Earned Revenue** - program income generated from event space rental fees, class fees, ticket sales, etc.
- **Special Districts** - fees collected through the mandate of special districts like a business improvement district, general improvement district, or tourism improvement district. As developments progress toward completion, opportunities for special districting become more likely. The creation of special districts requires businesses and residences to support a common cause and agree to tax themselves to fund that cause.

Funding Type	Income Source	Description	Notes
City Funding	General Fund	Fund made up of taxpayer dollars	Current funding model
Ownership	Transfer Fees	% of land sales and % of real estate sales are allocated to art	
Ownership	Percent-for-Art Program	% of construction costs are allocated to landscapes and public art	
Grants & Donations	Grant Income	Source funds through private and public grant opportunities	
Earned Revenue	Program Income	Event space rental fees, ticket sales, class fees, etc.	
Special District	Percent of Retail Sales	% of retail sales from shops	
Special District	Percent of Ad Revenue	% of advertisement revenue for promoting art	
Special District	Municipal Bond	Metro District Municipal Bond	
Special District	Commercial Levy	Business Improvement District (BID) charges commercial property owners	
Special District	Mill Levy on Property Tax	General Improvement District (GID) charges all property owners	
Special District	Lodging Tax	Tourism Improvement District (TID) charges % fee onto the guest portfolio	
Special District	Sales Tax	% sales and use tax on all taxable retail sales	

Percent-for-Art Programs

Percent-for-art programs are an effective way to expand access to the arts and enhance the aesthetic value of new development projects. There are more than 350 percent-for-art programs in the United States, and many of the country's most notable, art-forward cities rely on this funding model. This approach can be especially impactful in the City of Sunrise, where both tourism and commercial real estate are on the rise.

Given the rapid development occurring in Sunrise District West, as well as the significant investment following the approval of the East Sunrise Improvements Master Plan, through which the City has already invested $36 million in improvements across eastern Sunrise and committed an additional $45 million for further enhancements over the next few years. A percent-for-art ordinance would ensure Sunrise benefits from this growth and intentionally prioritizes public art in its evolution. Additional benefits include:

Stability: By allocating a percent of the budget for new construction projects to public art, the City can expect a consistent, growing stream of funding over time.

Predictability: Most public and private developments require early cross-disciplinary collaboration between private developers and various city staff. Thus, the City should have general insight into the types of public and private developments planned for the years ahead - and their corresponding budgets. A percent-for-art model would allow the city to make rough estimates about what percentage of those budgets will be allocated toward public art.

Flexibility: Percent-for-art programs can be tailored to suit the needs of different cities. For example, instead of requiring the construction budget to total over $1,000,000, Sunrise could implement an ordinance that allocates 1% of construction fees for projects totaling over $500,000. The City could also allocate 0.5% instead of 1%. Altogether, the percent-for-art program can be adapted as needed to meet various stakeholder preferences and priorities.

Collaborative: These programs encourage collaboration between City staff, community members, artists, and private developers. When a new development triggers a percent-for-art allocation, the City and private developer will need to work together to coordinate how such funds will be spent. Will the private developer initiate the art commission themselves for their own site, or will they allocate the funding to the City to administer a new public art project at a location the City selects? Such questions present opportunities for cross-disciplinary collaboration in order to decide what will be best for residents and visitors. See page 37 for the Commission Process Map for Public Art in Privately Owned Spaces.

Revenue Generating: Public art projects that result from a percent-for-art program can generate economic benefits by attracting tourists, supporting local businesses, enhancing property values, and providing jobs for local artists. Should Florida's 2021 state statute section 63.31801 be amended or reinterpreted, a percent-for-art program could help leverage public investment to stimulate economic growth and development.

Planning for Percent-for-Art for Publicly Owned Spaces

The following content provides information for the City of Sunrise to consider should it decide to establish a percent-for-art program in the future. This content is adapted from public art resources developed by Americans for the Arts, the Creative City Network of Canada, and Arts & Planning Toolkit.

A public sector percent-for-art program dedicates funds from the city's capitol projects' spending towards the development of public art projects. Two common ways this funding can be generated include:

1. **Allocating a percentage of the construction fees of all capital improvement projects (CIPs) towards public art.** This option would ensure that all City projects have a public art component, meaning there would be numerous opportunities to utilize the selection process, criteria, and recommendations of this plan to grow the City's art collection and work toward its newfound public art vision.
2. **Allocating a percentage of the total capital budget towards public art.** While this is a viable option for the City of Sunrise, the funding for public art would not be tied to a specific project, and thus progress toward the public art vision could become stagnant. Should the City wish to pursue this option, regular assessment of public art opportunities should be prioritized. For example, the Economic Development Director should schedule regular meetings with Public Works, Parks and Recreation, and other civic departments to explore the integration of public art into public infrastructure projects such as streetscape modifications, public transit enhancements, and other functional improvements.

Planning for Percent-for-Art for Privately Owned Spaces

A private sector percent-for-art program allows a city to make general estimates about what percentage of private development dollars could be allocated toward public art. Through this type of program, private developers can:

1. Use the dedicated percentage of construction funds to commission a piece of public art on their privately owned development site;
2. Pay for and procure the artwork themselves but donate the piece to the city for ongoing maintenance, pending discussion and approval by the city; or
3. Pay the city the appropriate percentage such that the city can procure and maintain the artwork themselves. If the City of Sunrise chooses to implement a percent-for-art ordinance in the future, this funding from private developers would be allocated to a City-managed public art fund, from which City staff could pay for the selection, procurement, installation, and maintenance of public art in a location of their choosing (does not have to be on the developer's site).

If options 1 or 2 are selected, the developer will procure the artwork in adherence with the process and criteria outlined on page 37 of this plan.

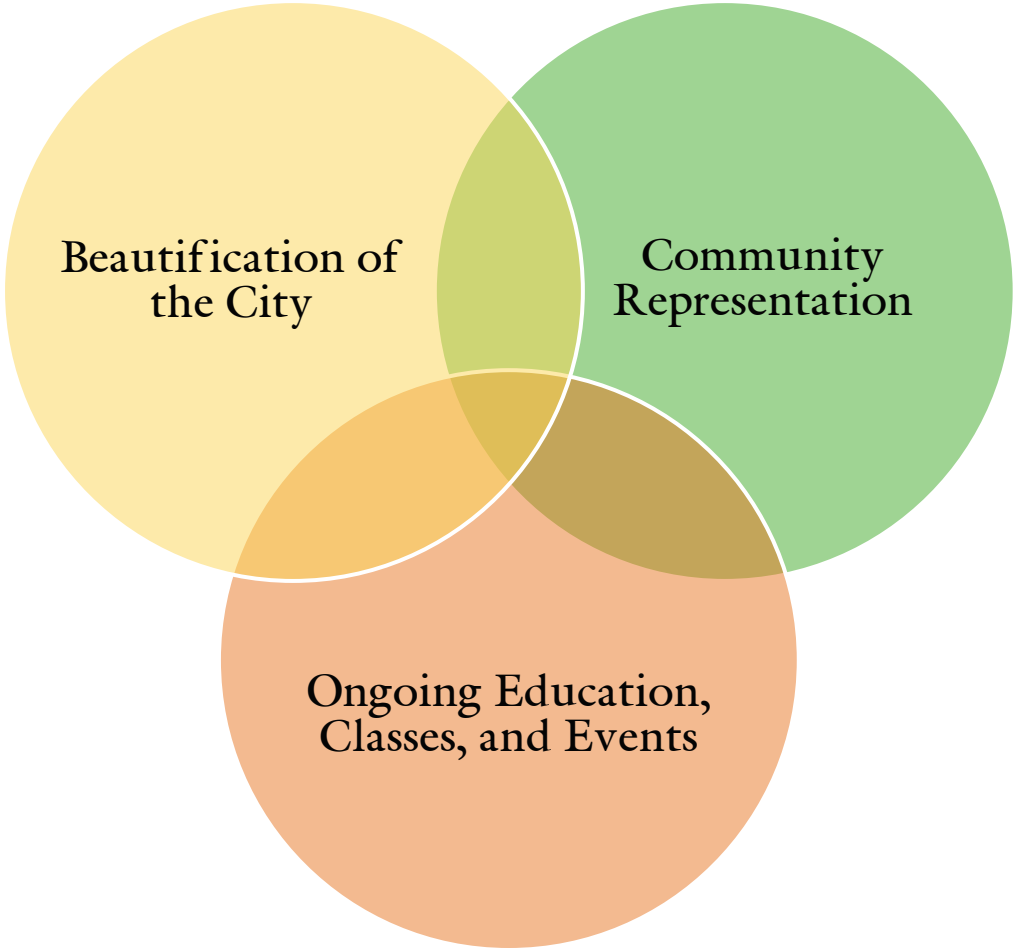
Utilize the Arts and Planning Toolkit for more information and resources on percent-for-art programs.

Strategic Planning Priority Areas

The following pages provide strategic planning guidance around three priority areas that emerged from community outreach:

1) The beautification of the City;
2) Representation of the City's unique cultures & communities ; and
3) The desire for ongoing education, classes, and events.

Though split into three key areas, the strategies and goals for each priority area are interconnected such that strategies to beautify the City can also support ongoing education, for example.



Strategic Planning Framework

This strategic planning framework should be read from left to right, such that suggested assets inform the strategies put forth, which are then measured to assess the completion of short-term and long-term goals. This framework provides definitions and guiding questions for assets, strategies, metrics, and goals so that the City can continue adapting and building on it in future years.

Assets = Suggested resources used to complete the strategies (people, money, materials, places, etc.)

What are the tangible and intangible resources available?

Are there suggested resources the city lacks?

Strategies = Actions, directions, or means to the end the City will pursue to achieve its goals; how the City will spend its time and resources (here is where to use numbers, timelines, etc.)

What are the practical options and what are the barriers to realizing those options?

Metrics = provide evidence of progress toward achieving goals

How does the City define success?

What does the outcome/impact look like?

Goals = the outcomes the City wants to achieve in response to a strategic issue

What strategic issue does the goal address?

What are the consequences of not addressing it?

How does the goal help the City fulfill its mission?

Does the goal build on existing strengths?

Priority Area 1: Beautification of the City

During the community outreach conducted for this plan, stakeholders from across the city consistently selected "beautify" as the most important role art should play in Sunrise. Stakeholders expressed an interest in vibrant, eye-catching artwork that would enliven underdeveloped spaces, spark imagination and inspiration, and be shareable on social media. These desires complement additional stakeholder input regarding the need for strategic placement of art in parks and roadways, as well as interest in a gateway commission that would elicit civic pride and serve as a notable landmark for the City.

As such, the following strategic planning table aims to support beautification through the establishment of unique art commissions within and around parks and roadways, in collaboration with private developers, with focus in redevelopment areas of opportunity. The recommendations provided aim to leverage the City's new art selection processes for both publicly and privately initiated art projects.

Strategies include organizing public calls for artists to install permanent and temporary works throughout the City's parks and roadways - as the community requested - as well as working with private developers to support them through the commission process as they aim to install new, publicly accessible artworks at their properties in the City. Lastly, it is recommended that the City prioritize the curation of a large-scale, iconic sculpture in Original Sunrise to serve as a key branding tool and solidify Sunrise as a destination known for its public art.

The intention behind such strategies is to drive investment in the City and particularly in Original Sunrise, prompting increased private development as well as excitement and activity around the new gateway piece. These strategies will complement the growth of Original Sunrise's Village Art Plaza, helping to enliven what some consider to be the City's most underutilized area. These strategies will help elevate Original Sunrise, meanwhile adding vibrancy to the City as a whole.

> " I want to see aesthetic beautification to prevent graffiti "
>
> - Community Member

> " I want fun art that's eye-catching "
>
> - Community Member

Priority Area 1: Beautification of the City

Assets

- Local & national artists
- Art Selection Processes
- Supporting documents (i.e. forms and contracts)
- Art Committee Members
- City Commission
- Leisure Services
- Art Location Map

Outputs

Strategies	Metrics Evidence of progress toward achieving goals
In collaboration with Leisure Services, organize a public call for artists for various art locations identified throughout parks and roadways.	City undergoes selection process and submits artwork for approval and permitting within the Art Location Map.
Work with a private developer to support them through the artwork selection and acquisition processes for a public art piece.	A private development has received approval from the City and Art Consultant on the intended public artwork.
Identify a location in Original Sunrise for an iconic sculpture; Organize a widespread call for artists to attract national talent for the art commission.	The City has a groundbreaking and/or ribbon-cutting for an iconic artwork (see Art Typologies) in Original Sunrise.

Goals

Short term (3-5 years)	Long Term (6-10 years)
At least 5 Public art commissions have been initiated or installed throughout the City's parks and adjacent roadways.	Sunrise envisions a robust collection of a variety of public art typologies: With at least 10 of the Public and/or Private Locations within the Art Location Map installed.
A private developer has successfully executed the public art commission process in collaboration with the City and has installed a public art piece on their property.	Public art has become a tool for incentivizing private development and, simultaneously, private developers recognize the value of art to distinguish their properties. Thus, they have successfully installed public art in their developments throughout Sunrise.
The City has installed a large-scale, iconic public artwork in Original Sunrise that serves as branding/storytelling piece that is synonymous with Sunrise.	Sunrise is a destination that people visit for its public art, which is uniquely representative of the City.

Priority Area 2: Community Representation

Community engagement conducted for this plan revealed a strong desire for public art that genuinely reflects Sunrise's people, stories, and shared sense of identity. Residents expressed interest in seeing artwork that honors the many traditions, values, and lived experiences that make Sunrise unique. "Celebrating the community" even emerged as one of the strongest sources of inspiration for residents, as well as one of the top priorities for the future public art collection.

The recommendations on the following page aim to highlight artwork and artists whose perspectives resonate with the lived experiences of Sunrise residents and authentically represent the community's character. Suggested strategies include organizing calls for artists that invite proposals inspired by local culture, history, and community identity, and placing these works prominently in parks, roadways, and other public spaces throughout Sunrise. Another strategy is to coordinate with the Annual Cultural Festival or an art-focused event at the Village Art Plaza to develop a community art project celebrating the many stories and traditions that shape Sunrise.

Together, these recommendations support the creation of artwork that is meaningful, engaging, and rooted in place: helping residents see their community reflected in the public realm while contributing to Sunrise's broader goals for beautification, placemaking, and community connection.

"I want to see ... art representing people of all races/backgrounds."

- Community Member

"I want art with beautiful parts of different countries where residents are from."

- Community Member

Priority Area 2: Community Representation

Assets

Sunrise Annual Cultural Festival

Local & national artists

Art Selection Processes

Supporting documents (i.e. forms and contracts)

Art Committee Members

Leisure Services

Art Location Map

Outputs

Strategies

Organize a call for artists to install a public artwork in or around parks and roadways in Original Sunrise to represent the rich cultures of this area.

Collaborate with the organizers of the Sunrise Annual Cultural Festival (and/or another art focused event at the Village Art Plaza) to select an artist to facilitate a participatory community art project that allows people representing a variety of cultural backgrounds to contribute to the piece.

Metrics

Evidence of progress toward achieving goals

Sunrise has installed 1-3 public artworks in the City, starting in Original Sunrise, depicting themes representative of the community of the area (example: "Caribbean Garden" sculptures - in progress as of July 2024).

Sunrise debuts 1 temporary community art piece created as a result of the Sunrise Annual Cultural Festival (and/or another art focused event at the Village Art Plaza).

Goals

Short term (3-5 years)

In each of the three districts, the City has initiated the public art commission process to curate art that depicts themes and values related to local culture, history, and/or people.

Annually, Sunrise executes and displays temporary community artworks in conjunction with the Sunrise Annual Cultural Festival (and/or another art focused event at the Village Art Plaza).

Long Term (6-10 years)

Sunrise has a robust collection of public art that representative of the community's population, including its languages, identities, traditions, and values.

* See the Appendix for examples of participatory community art projects.

Priority Area 3: Ongoing Education, Classes, & Events

Another priority area for the City of Sunrise is to leverage its art collection for education via ongoing classes and events. Fortunately, public art itself is a powerful tool for conveying messages and enhancing public perception. When aligned with the other priority areas of beautification and cultural representation, it's clear that public art can be used to educate both residents and visitors about the City's unique cultural mix, meanwhile increasing the overall aesthetic appeal of the City.

During community outreach, characteristics like "fun," "interactive," and "experiential" were consistently expressed as desirable traits for the City's public art collection, alongside feedback that art should encourage people to imagine, gather, and interact. These descriptors are all commonly used to describe artwork that is educational and/or community-focused, as interactive art projects in particular are known to stimulate curiosity, conversation, and learning. Additionally, "ongoing classes and events" was selected by the community as a primary way to enhance local arts and culture in the City. Conveniently, it's also a strategy for increasing engagement, celebrating multiculturalism, and beautifying Sunrise at large.

The following recommendations aim to fulfill the community's desire for educational art programming by building on existing events and partnerships. Strategies include adding arts-oriented activities to existing annual events (i.e. Tunes n Trucks, holiday parties, etc.), establishing a primary destination like the Village Art Plaza to host art classes, and even collaborating with or hiring a new City staff member to oversee art programming and events. These strategies would help Sunrise work toward interim goals like hosting both free and registration-based programs across the entire City, leading up to the long-term goals of hosting a creative makerspace at the Village Art Plaza and executing a robust calendar of arts and cultural events intended to educate residents and support increased funding for creatives.

"I'd like to see more fairs and exhibitions"

- Community Member

"I want more community events showcasing local artists and vendors"

- Community Member

"I want to see more opportunities for young adults and teens"

- Community Member

Priority Area 3: Ongoing Education, Classes, & Events

Assets

Sunrise Civic Center Art Gallery

Village Art Plaza

Flamingo Park

Local artists (open to national)

Google forms survey

Staff support for on-site events

Marketing/social media promotion

Co-working Studio Space in Village Art Plaza (to foster art community)

Outputs

Strategies

Create a primary destination (Village Art Plaza recommended) for a creative makerspace for artist studio practice, classes, and events to take place that becomes synonymous with the Sunrise public art program.

Invite a regional artist to facilitate an event in collaboration with existing City programming (Tunes n Trucks, holiday events, etc.).

Analyze existing events calendar and select events to include a visual arts component.

Hire a part-time to full-time employee and/or identify existing staff to manage art programming (events, classes, etc.).

Metrics

Evidence of progress toward achieving goals

The City hosts at minimum 1 event across the following locations: Village Art Plaza in Original Sunrise, Sunrise Civic Center Art Gallery or City Hall in Central Sunrise, and Flamingo Park in Sunrise District West (events should rotate across locations).

The City has organized a calendar of classes taught by local artists and marketed to the community.

The City has a dedicated staff member to support public art installations, events, classes, etc.

Goals

Short term (3-5 years)

The City implements free, public events facilitated by regional artists - and in coordination with installed artworks, as applicable - across the city.

The City hosts registration-based arts classes at the Village Art Plaza that require a minimal fee, thereby providing a funding source that could be used to compensate the artists.

Long Term (6-10 years)

Sunrise has a robust calendar of ongoing, arts-oriented community events that both educate residents and create a moderate revenue stream for arts and culture.

The Village Art Plaza manages a creative makerspace for artist studio practice, classes, and events.

The City has full-time Public Art Administrator successfully running events and classes across a variety of locations and with various organizations.

Processes & Procedures

The following pages (24 to 40) feature processes and procedures that are subject to change.

Criteria for the Selection of Public Art

Initial screening of public art call applicants

At the outset of an artist call, the first step will be to consolidate submissions for review. As part of this process, the Art Selection Committee will review each submission to qualify the artist portfolio. The qualification process will entail a Yes, No, or Maybe response to the following initial screening question:

Does the artist's portfolio and experience meet the basic requirements listed in the specific art call? (For example: The call is for public sculptures and the artist has only submitted mural portfolio examples)

Applicants who receive a 'Yes' or 'Maybe' will move on to the shortlisting process detailed on the following pages.

Criteria for the Selection of Public Art

How to use the criteria and artist selection guide

The proposed art criteria outlined in the following pages are a core outcome of this Master Plan. They are informed by consultant research, community input, and conversations with the City Commission. These criteria are intended to guide the selection of artists for future public art projects in the City of Sunrise and should be used when evaluating shortlisted candidates.

Artist Experience/Proposal Presentation, Long-lasting, and Quality/Aesthetically Relevant are three criteria that should be considered "mandatory" to ensure that all artwork in Sunrise is durable, safe, easy to maintain, and of the highest aesthetic and technical quality.

The following criteria are considered "supplemental" and should be reviewed thoughtfully to ensure the selection, procurement, and installation of new art projects align with the City's overarching mission and vision for public art: *representative of community, connected, vibrant, educational and/or innovative artworks that display artistic range,*

NOTE: Not every art project will meet every "supplemental" criteria. An artwork's ability to align with one of these criteria may vary depending on the location and scope of the proposed project. For example, some criteria will be more relevant for certain art typologies, as outlined below. These typologies are described in detail on page 48 of this plan.

- Criteria best suited for **iconic** = representative of community, vibrant
- Criteria best suited for **temporary** = educational, connected
- Criteria best suited for **mural** = vibrant, artistic range
- Criteria best suited for **discovery** = educational, connected
- Criteria best suited for **functional** = innovative, artistic range
- Criteria best suited for **multi-media** = representative of community, innovative

The City of Sunrise should use this guide to determine whether a potential public art project aligns with the mandatory and recommended criteria outlined herein.

Use Artist Screening & Evaluation Guide to select the shortlisted artists who will move on to create a site-specific proposal.

Mandatory Criteria

These criteria should be considered mandatory and all proposed artwork should meet these criteria, at minimum.

Use the Artist Screening & Evaluation Guide to confirm the potential art project fulfills the mandatory criteria.

ARTIST EXPERIENCE/PROPOSAL PRESENTATION: Artist should have sufficient experience in public art and should submit a comprehensive proposal that addresses items in the Call to Artists.

- Does the artist have demonstrated experience in the kind of public art described in the Call to Artists? If experience is limited, do they demonstrate the skill, professionalism, and aspiration to successfully complete the project at hand?
- Does the artist's portfolio demonstrate successful execution of similar public art projects?
- Does the artist's proposal address all requested information from the Call to Artists? Is it presented in a logical order that is easy to follow and clearly communicates the idea for the project?

LONG-LASTING: Artwork should be durable, safe, and easy to maintain in order to encourage the community to continuously engage with it.

- Is the art made from durable, high-quality materials? (Consideration should be given to structural and surface integrity and protection against theft, vandalism, weathering, and excessive maintenance and repair costs.)
- Is the art safe for people of all ages and backgrounds to engage with?
- Can the artist guarantee and/or support the long-term viability of the piece?
- Is there funding available for ongoing maintenance?
- Has the art been reviewed by appropriate departments or offices (such as Risk Management, Parks Maintenance, etc.) to ensure it meets safety and liability standards?

QUALITY / AESTHETICALLY RELEVANT: Artwork should be conceptually and aesthetically relevant for the designated public art project.

- Does the concept of the artwork align with the project at hand? (i.e., meets the intent of the project description in the Call to Artists)
- Does the artwork demonstrate high aesthetic standards?
- Is the concept original and does it showcase the creative and technical abilities of the artist?
- Is the artwork appropriate for display in public spaces and viewing by a general audience? (Artwork cannot include the following: political or religious content; anything that could be deemed controversial; breach of intellectual property; trademarks; images of illegal activity; advertisements; logos; signage; or promotion of any business, organization, individual, or product.)

Supplementary Criteria

These criteria are considered "supplementary" and should be used to evaluate the potential selection, procurement, and installation of a new art project.

Use the Artist Screening & Selection Guide to confirm the potential art project aligns with a minimum of two of the six supplementary criteria outlined herein.

REPRESENTATIVE OF COMMUNITY: Artwork should reflect and enhance the unique identity, natural beauty, and distinct population of the City of Sunrise.

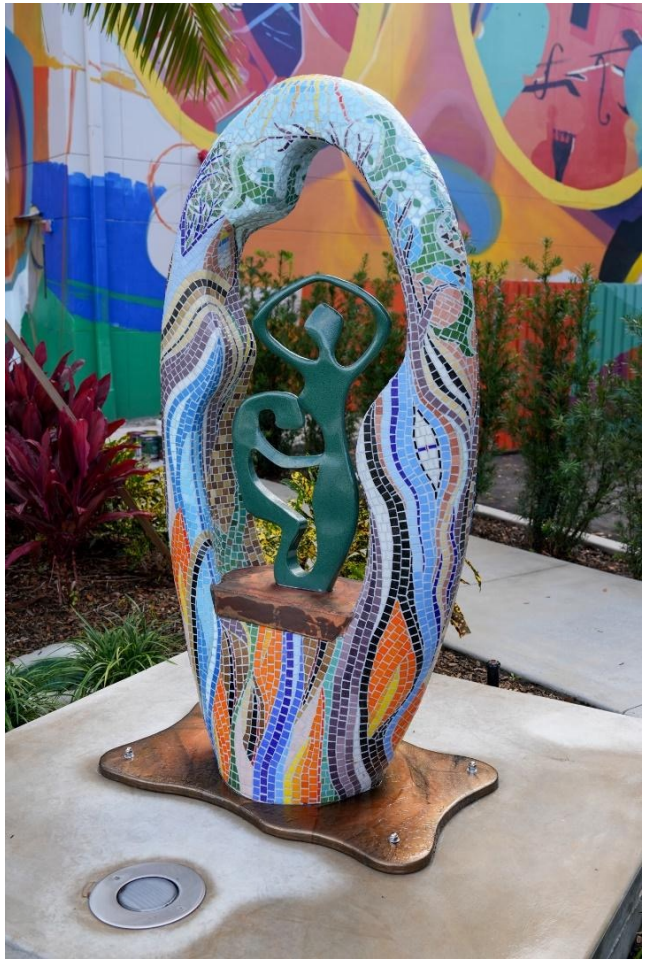
- Does the artwork reflect themes and values related to local culture, history, and/or residents?
- Is the artwork cohesive with the overall aesthetic of the City?
- Does the artwork align with the identity of Sunrise and help residents feel proud of/connected to their City?
- Does the art represent different cultures within the community?

CONNECTED: Artwork should be contextually grounded, connecting people to the specific location of the installation, to one another, and to the City at large.

- Does the art feel integrated into its environment and to the surrounding City?
- Does the art encourage community gathering and connection?

ARTISTIC RANGE / UNIQUE: Artwork should pull from a wide range of artists and be distinct in medium, subject matter, and application.

- Does the art vary in medium, subject matter, and application from previous works?
- Does the art feature a mix of local and regional artists?
- Does the art embrace emerging, mid-career, and established artists and represent a range of perspectives?



Supplementary Criteria: Continued

VIBRANT: Artwork should enrich the audience experience, inspiring enthusiasm and social sharing.

- Is the art bright, eye-catching, and/or striking to captivate onlookers?
- Does the art promote audience engagement?
- Does the art foster interaction and allow for social sharing (in-person by sparking conversation and online via social media sharing)?

EDUCATIONAL: Artwork should invite curiosity, spark learning, and contribute to public understanding: whether through storytelling, symbolism, or connection to local themes. The artwork should offer accessible entry points for a broad audience and support meaningful interpretation.

- Does the artwork communicate ideas, stories, or themes that are relevant and resonant with the community?
- Can viewers of different ages and backgrounds engage with or learn from the work in some way?
- Can the piece support or inspire community programs, educational activities, tours, or events?

INNOVATIVE: Artwork should promote excitement and support moments of discovery, characterized by being experiential, playful, fun, and/or interactive.

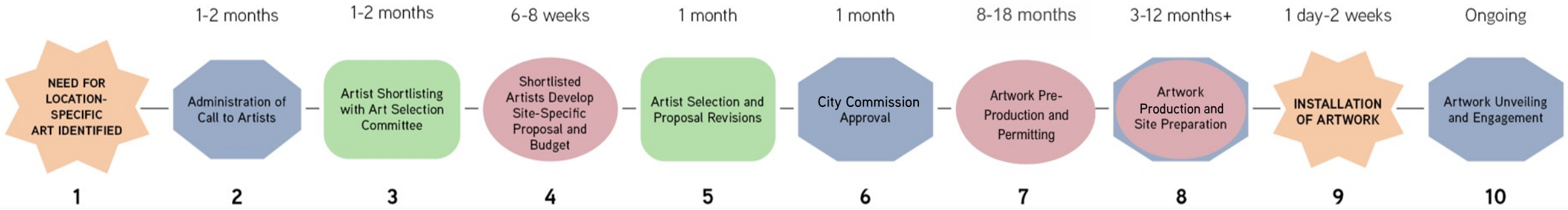
- Is the art original in concept and execution?
- Does the art incorporate innovative techniques or mediums?
- Does the art excite people, promote curiosity, and/or create a sense of awe?
- Is the art temporary/rotating to invoke anticipation?
- Can people engage with the artwork in a hands-on, sensory, or participatory way: either physically or through digital/augmented experiences?

Best Practices for Inclusion of Public Art in Publicly Owned Spaces

In order to maintain consistency and align with the vision for public art in Sunrise, the following best practices should be followed **whenever possible** during the selection and incorporation of artwork in the City of Sunrise:

- Select art projects and installations that align with the vision and criteria outlined herein.
- Ensure all stakeholders understand and abide by the art selection process and timeline for the specific project**. A suggested process is outlined on the following pages.** Following a well-defined process for selecting art programs not only enhances coordination but also bolsters transparency and accountability. The correct process aids in the efficient allocation of resources and the establishment of clear timelines, preventing last-minute rushes and ensuring that the chosen art programs align with the City's long-term vision. In essence, a structured process can elevate the City's public art initiatives from mere aesthetic enhancements to powerful tools for community engagement and cultural enrichment.
- Allocate sufficient time to each project to ensure consistency, safety, seamless integration with the site, and adherence to established processes and procedures.
- For new construction or major renovation projects, initiate the art selection process once the project reaches 60% schematic design. This is an architectural term that means there is a basic layout of building systems (structural, mechanical, HVAC, plumbing, and electrical) - as well as a rough plan for architecture, design, and construction features - to begin identifying art locations and concepts. Coordination with capital projects will be key to aligning timelines, streamlining efforts across teams, avoiding unexpected costs, and ensuring that artworks are fully integrated into the site design.
- For existing public spaces, initiate the art selection process as soon as the art location, budget, and desired concept/art typology are identified.
- Prioritize artwork that is visible in the daylight and/or includes artificial light for viewing in the evening.
- Ensure community representation in select artwork selection and/or provide ongoing progress updates to the community to build transparency and excitement.
- Select locations that are visually impactful and create way-finding and/or community gathering opportunities.
- Prioritize artwork that is composed of high quality materials and constructed according to best practices to achieve long-lasting, impactful results that require minimal ongoing maintenance.

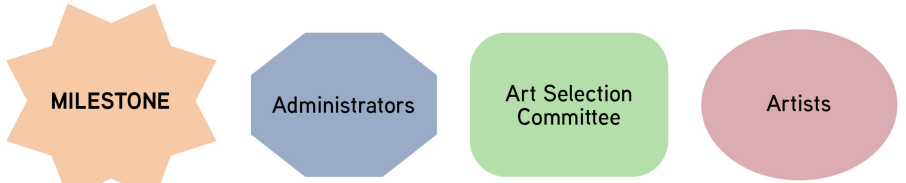
Commission Process Map* for Public Art in Publicly Owned Spaces



This art selection process and timeline should be utilized for all public/City-initiated art projects. This 10-step process is meant to clarify roles and responsibilities for all those involved in the commissioning process, as well as streamline efficiencies from the development of the Call to Artists all the way through the final installation. Timeframes are suggestive and various documents mentioned in this process are hyperlinked and included in the appendix of this plan.

***Note:** For smaller-scale, temporary or lower-budget projects (less than $25,000), a direct invitation process may be used in place of an open call, and the selection committee process may be streamlined or skipped. While City staff have historically used a competitive selection process, City Code does not require a formal procurement process for public art.

Process Map Key



! FORM NEEDED (REFERENCED IN APPENDIX)

1. Need for Location-Specific Art Identified

- If the location for art has been identified as a result of a new development initiated by the City, the Economic Development Director and Art Consultant should convene when that development reaches 60% schematic design. This is an architectural term that means there is a basic layout of building systems (structural, mechanical, HVAC, plumbing, and electrical) - as well as a rough plan for architecture, design, and construction features - in order to begin identifying art locations and concepts.
- When possible, any necessary infrastructure for the artwork: such as an art pad, foundation, or electrical connections - should be incorporated into the construction process to reduce costs and ensure seamless integration.
- Alternatively, if the location for art has been identified as a result of a pre-existing public space, the Economic Development Director and Art Consultant convene to assess the location and any related opportunities or limitations (related to sizing, medium, maintenance, feasibility, etc.).
- Economic Development Director and Art Consultant establish art location, budget, criteria and desired typology.

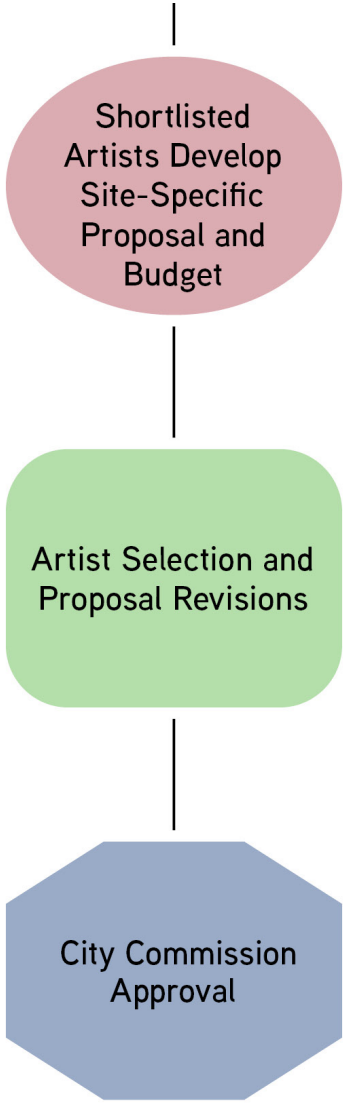
2. Administration of Call to Artists (1-2 months)

- The Economic Development Director and Art Consultant develop the Call to Artists and promote it through Callforentry.org (or similar platforms), the City's website, and/or social media channels.
- Initial Screening (up to 1 Month) is conducted by the Art Selection Committee.
- 2 weeks prior to call closing, the Economic Development Director and Art Consultant convene to select City staff for participation in the Art Selection Committee based on their relevant knowledge/experience. As of August 2024, a new committee is chosen for each project. This can be adjusted to a standing committee upon the needs of the public art program.

3. Artist Shortlisting with Art Selection Committee (1-2 Months)

- Required public meeting. Economic Development Director and Art Consultant join this meeting as facilitators but do not participate in artist shortlisting.
- Committee reviews and discusses Call to Artists following Initial Screening (Step 2) over the course of several meetings.
- Committee reviews and discusses artist proposals over the course of several meetings.
- Meeting scheduling can be coordinated at the discretion of the committee's needs, with advance notice given when possible.

! Committee selects shortlisted artists using the Artist Screening & Evaluation Guide .



4. Shortlisted Artists Develop Site-Specific Proposal and Budget (6-8 weeks)

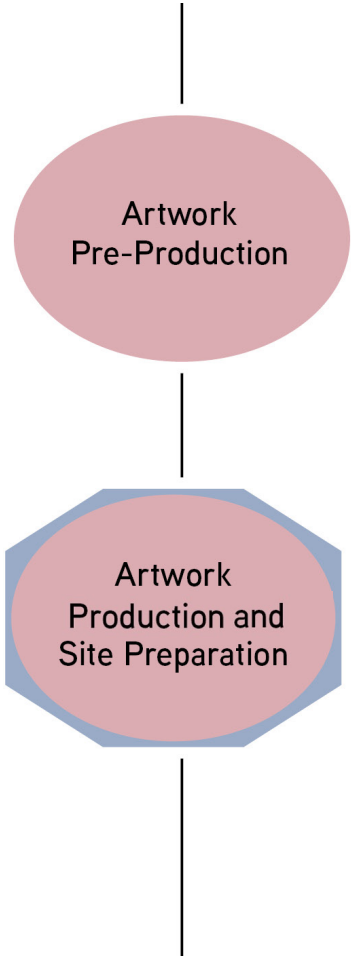
- Economic Development Director notifies shortlisted artists and…
  - Shares committees' preferences from the artists' existing body of work
  - Makes note of any special requirements for site-specific proposal and budget
  - Provides further details needed for site-specific proposal design (i.e., location plans or other details if applicable)
  - Reminds artist of specific selection criteria proposals will be evaluated against
- Shortlisted artists present site-specific proposal and budget to Art Selection Committee.
  - Economic Development Director provides proposal design stipend (typically ranges between $250 - $2,000 depending on project budget) to artists after presentation.

5. Artist Selection and Proposal Revisions (1 Month)

- ! Art Selection Committee discusses presentations and evaluate the shortlisted artists using the Artist Screening & Selection Guide
- Committee selects winning proposal and communicates any desired modifications to Economic Development Director and Art Consultant.
- Economic Development Director and Art Consultant work with the artist to ensure they meet the committees' requested modifications (if necessary, Economic Development Director and Art Consultant will coordinate a secondary committee review of the modified proposal).

6. City Commission Approval (1-2 Months)

- Economic Development Director works with City Attorney to draft artist agreement that includes payment milestones.
- Artist reviews and signs Art Agreement
- ! DL: The Economic Development Director will prepare the Contract for Commission and Purchase of Public Art for the City Attorney to review and finalize (See Appendix for City of Sunrise Contract for Commission and Purchase of Public Art)
- The Economic Development Director then presents the final selected artist, proposal, and signed agreement to the City Commission for approval at a public meeting if requested.



7. Artwork Pre-Production and Permitting (8-18 months+)

- City awards artist the Notice to Proceed.

★ **For Sculptural works** (8 - 18 months)

- Allow additional time for Artist to obtain Sunbiz Insurance, complete engineering design, shop drawings, and requirements, and submit and receive approval for a permit with the Building Division.
- Fabrication won't start without permit approval

8. Artwork Production and Site Preparation (3-12 months+)

★ **For All Artworks**

- Initiate creation of artwork in studio (as applicable)

Artwork Production (3 months)

- Perform color and material testing (as applicable)
- Procure materials
- Artist provides progress updates to Economic Development Director according to milestones outlined Contract for Commission and Purchase of Public Art.

★ **+For Sculptural works**

Artwork Production (3 - 12 months+)

- Following receipt of Notice to Proceed, artist begins collaboration with FL licensed engineer on shop drawings and any required materials requested from the Building Division for permitting.
- Artist may begin fabrication once the Building Division confirms there are no issues with the proposed structure.
- Artist provides progress updates to Economic Development Director according to milestones outlined in Contract for Commission and Purchase of Public Art.

Site Preparation for All Artwork

- As necessary, Economic Development Director coordinates pre-installation activities such as art pads, site visits, and meetings with relevant project partners (i.e., architect, landscape architect, lighting consultant, structural engineer, branding, lift rental, signage, etc.)
- As necessary, City prepares art location.
  - Preparation can vary by location, but may include activities such as pouring concrete footer or large public sculptures, power washing the location and applying paint primer for murals, etc.
  - Artist rents or uses appropriate on-site equipment for site preparation, artwork transportation, installation logistics, etc.

9. Installation of Artwork (1 Day-2 Weeks)

- Artist and City coordinate on all activities that may be required for installation, including installation of art label:
  - It's recommended that art labels include the artist's name, artwork title, year, medium.
  - Optional additional information: A brief interpretive statement and acknowledgment of the City's public art program.
- In the case of sculptures, the City will provide the artwork pad or footing as specified during the planning phase.
- The Artist is responsible for the transportation of the artwork and all associated materials, as well as for the overall installation of the piece. The Artist is also responsible for providing any equipment or tools necessary for installation; the City does not supply installation equipment.

10. Artwork Unveiling and Engagement (Ongoing)

- City initiates educational and/or community engagement activity(s) around new art installation of which some artists will be required to participate.

Special Considerations for Public/City Initiated Art Projects

While the aforementioned process should support the majority of public art projects, the City may consider the following adaptations:

Identification of Art Locations:

- Rather than waiting for an art location to be identified and brought to the attention of the Economic Development Director, the City could prioritize regularly-scheduled and ongoing assessment of artwork opportunities. For example, the Economic Development Director could hold routine meetings with Public Works, Leisure Services, and other City departments to explore the integration of public art into public infrastructure projects such as streetscape modifications, public transit enhancements, and other functional improvements. This will support public art in becoming a customary topic of discussion for all civic initiatives, allowing the City more opportunities to utilize the recommendations of this plan in working towards the City's public art vision.

Administration of Call To Artists:

- If there are already artists in mind for a specific project, the City may forgo publicly posting the Call to Artists and instead perform direct outreach to the preferred artists. This is often referred to as an "artist invitational" in which the City invites a small group of artists to create a site-specific proposal without having to submit prior qualifications. If this is the case, skip to Step 4 of the commission process in which the artists would develop their site-specific proposal and budget for the project. Then continue on to complete all further steps in the process.
- Alternatively, if the City already knows the artist it wishes to hire for a project, it may forgo the administration of a Call to Artists altogether and instead collaborate directly with the preferred artist. In this case, the commission process would begin at Step 4, in which the selected artist would receive a design stiped to create a site-specific proposal for the City to vet against the established criteria. A formal committee is not required in this use. It might still be desired but exempt by City Code.

Installation of Temporary Artworks:

The process shown here is for permanent public art commissions. If the City wishes to install a temporary installation, the same process should be followed but with these adaptations:

- Expediting the Call to Artists by requesting an initial rendering as a part of the Call to Artists (along with an artist portfolio) for time-efficient consideration.
- Consider the Temporary Artwork Typology (pg. 48 for guidance)
- For temporary public art projects, the Long-Lasting criterion is not applicable. These projects must, however, satisfy the minimum point thresholds for the remaining mandatory criteria on the Artist Screening & Evaluation Guide
- Budgets less than $25,000 do not require City Commission approval
- No permits are required for temporary art (including sculptural works), as well as artwork that can be removed and stored in case of a hurricane. Permits are also not required for murals and/or paintings. Permits are required for permanent sculptural works only.
- Aim to procure readily available artworks for temporary display. Art should require little-to-no fabrication time, therefore potentially omitting the requirement for Steps 7-8 of the commission process.

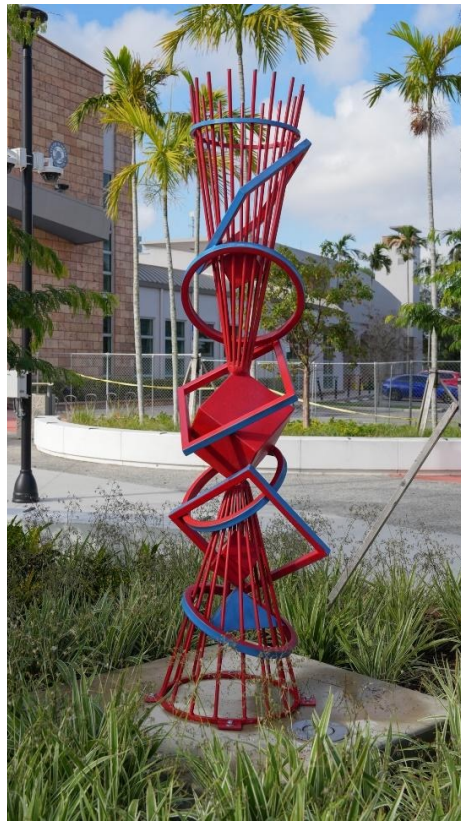
Best Practices for Inclusion of Publicly Accessible Art in Privately Owned Spaces

In order to maintain consistency and align with the vision for public art in Sunrise, private developers should consider the below guidelines **whenever possible** during the selection and incorporation of artwork that is privately owned yet accessible to the public realm. It is suggested that the selected artwork be in the form of a sculpture and align with the overarching mission, vision, and criteria outlined in this plan.

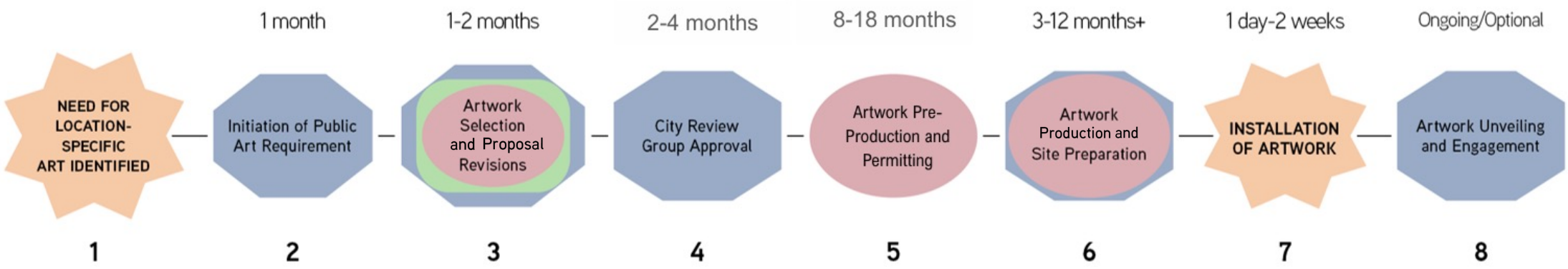
Confirm whether the private developer will…

1. Pay for, procure, and maintain the artwork themselves *(see forthcoming process map)*
2. Pay for and procure the artwork themselves but donate the piece to the City for ongoing maintenance. Pursuing this option requires further discussion with and approval from the City Commission.

- Obtain City Review Group approval on the final artwork design and location prior to contracting with the artist. City Review Group roles and considerations are outlined in the Glossy of Terms.
- Allocate sufficient time to each project to guarantee equity, safety, seamless integration with the site, and adherence to established processes and procedures.
- For new private developments, initiate art selection process when the project reaches 60% schematic design. This is an architectural term that means there is a basic layout of building systems (structural, mechanical, HVAC, plumbing, and electrical) - as well as a rough plan for architecture, design, and construction features - in order to begin identifying art locations and concepts. Integrating art at this point in a project can help streamline efficiencies across teams, prevent unplanned expenses down the road, and ensure the artwork is seamlessly integrated into the project site.
- Prioritize artwork that is composed of high-quality materials and constructed according to best practices to achieve long-lasting, impactful results that require minimal ongoing maintenance (estimated 5-10% of artwork cost annually)

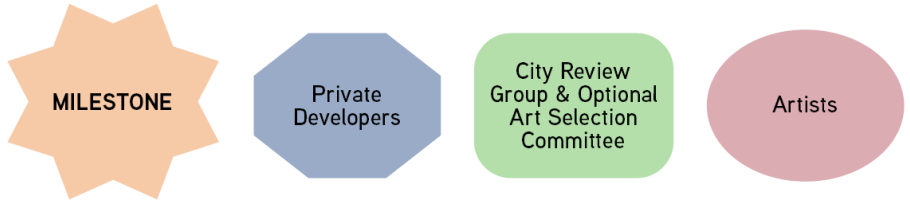


Commission Process Map for Publicly Accessible Art in Privately Owned Spaces



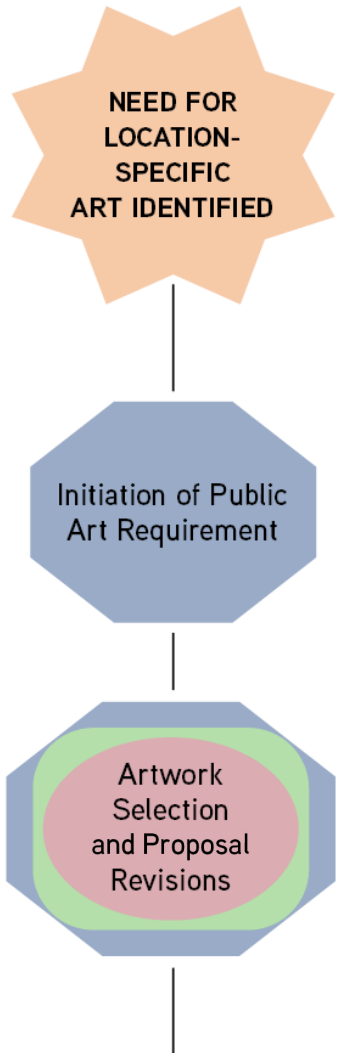
The City encourages Private Developers to voluntarily incorporate public art (sculpture preferred) within their development sites, and the following art selection process and timeline should be referenced to allocate sufficient time to each project to ensure consistency, safety, seamless integration with the site, and adherence to established processes and procedures

Process Map Key



! FORM NEEDED (REFERENCED IN APPENDIX)

CITY ACTION



1. Need for Location-Specific Art Identified

CITY ACTION: The Economic Development Director will determine whether input from the City's public art review group is needed. This group is not a formal committee but rather a team of City staff and/or consultants directly involved in development and public art projects.

- If the Private Developer chooses to fund artwork for the City (i.e., artwork placed on public property or formally transferred to the City), then this process will apply - including input from the City's review group during Step 3. Otherwise, no formal art selection committee will be involved.
- During the site plan process, the Private Developer will coordinate with the Economic Development Director to establish the public art Criteria for the proposed artwork
- The Private Developer will identify a public art location during the site plan approval process.
- **NOTE:** Current code prohibits murals inside private property unless easement is provided by the developer, thereby guaranteeing public visibility and access. Even though the mural sits on private property, the easement would ensure the public has the right to view it (e.g., from a sidewalk, plaza, or courtyard).

2. Initiation of Public Art Requirement (1 Month)

- The Economic Development Director will provide the Private Developer with the City of Sunrise's Public Art Master Plan, emphasizing a focus on public art mission, vision, selection criteria, and Scoring Sheet for Artist Shortlisting. It is recommended the Private Developer reference these items to understand the City's priorities for public art, such that they can contribute to a holistic, city-wide collection.

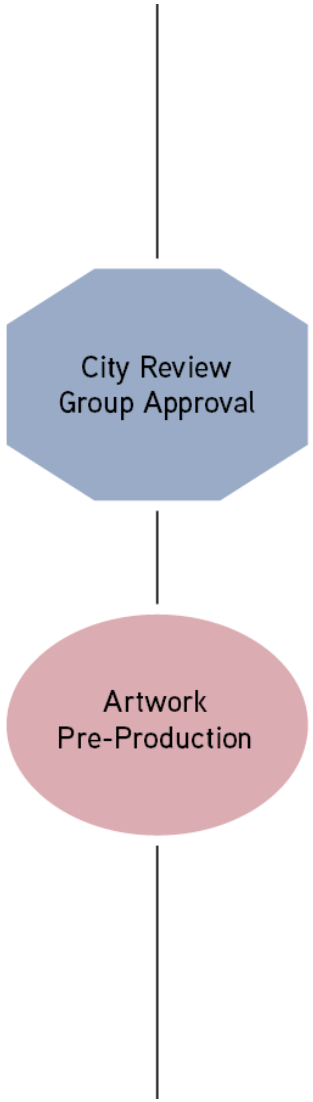
3. Artwork Selection and Proposal Revisions (1-2 Months)

Private Developer submits up to 3 artwork proposals to the City Review Group.

- **CITY ACTION:** City Review Group may form an Art Selection Committee to support proposal review depending on the location and scope of the project.

! City Review Group evaluates proposals against the art selection criteria and Artist Screening & Selection Guide, per the City of Sunrise Art Master Plan.

- Private Developers will either identify an existing artwork to install on their property or will commission a new installation to be created for the site. If the latter, the Private Developer will initiate the commission process internally.
- The commission process can be executed at the Private Developer's discretion, but they are welcome to use the Administration of Call to Artist process (steps 2-5) outlined on page 31-32 for guidance.



4. City Review Group Approval (2-4 Months)

- City Review Group provides a notice/letter of approval or provides requested revisions in cases of non-approval directly to the Private Developer.
  - If not approved, Private Developer will resubmit for final approval by the City Review Group.
  - Upon re-submittal, the City Review Group provides the Private Developer a notice/letter of approval of the selected artwork. The developer gives the artist a Notice to Proceed.

5. Artwork Pre-Production and Permitting (8–18 Months)

- Following receipt of Notice to Proceed…

★ **For Sculptural works** (8-18 Months+)

- Allow additional time for Artist / Private Developer to obtain Insurance, complete engineering design, shop drawings, and requirements, and submit/receive approval for a permit with the Building Department.
- Artist (alongside Artist Engineer and Private Developer, if applicable) meets with the Building Division to clarify artist permitting process and materials required from artist prior to fabrication and installation.
- ***Note:*** *In preparation for installation, Private Developer is responsible for all related tasks to meet permit requirements (i.e.: on-site equipment for site preparation, artwork transportation, installation logistics, etc.).*

6. Artwork Production and Site Preparation (3-12 months+)

- Following receipt of Notice to Proceed:

★ **For All Artworks**

Artwork Production

- Perform color and material testing (as applicable)
- Procure materials
- Initiate creation of artwork in studio (as applicable)
- Artist provides progress updates to appropriate contact (as applicable)

★ **+ For Sculptural works**

Artwork Production

- Following receipt of Notice to Proceed, the artist begins collaboration with FL licensed engineer on shop drawings and any required materials.
  requested from the Building Division for permitting.
- Artist may begin fabrication once the Building Division issues permits (DL Check with Megan) with the proposed structure.
- At the discretion of the Economic Development Director, the Private Developer may be requested to provide progress updates to the City Review Group throughout the production and preparation phase. As such, the Private Developer and artist should establish agreed-upon milestones for artwork production.

Site Preparation for All Artwork

- Private Developer and Artist coordinates pre-installation activities such as art pads (as specified within the approved permit), site visits, and meetings with relevant project partners (i.e., architect, landscape architect, lighting consultant, structural engineer, branding, lift rental, signage, etc.).
- Preparation can vary by location, but may include activities such as pouring concrete, pressure washing the locations, and applying paint primer for murals.

7. Installation of Artwork (1 Day-2 Weeks)

- Artist and Private Developer coordinate all activities that may be required for installation, including the installation of art labels.
- The responsibility for the transportation of artwork, materials, etc., as well as for overall artwork installation is determined between the Artist and the Private Developer.
- Private Developer sends final photo of installed artwork to City Review Group.

8. Artwork Unveiling and Engagement (Ongoing / Option)

- Private Developer initiates educational and/or community activities(s) in coordination with City around the new installation.

Public Art Policies

Managing a Public Art Inventory

A public art inventory is often used for internal purposes to monitor the lifecycle and maintenance of artwork, though some information (such as artist name, artwork title, medium, etc.) may be shared externally to promote the installation. It is recommended to keep a detailed inventory (criteria for tracking listed below) of all public art purchases, donations and deaccessions:

- Artist name
- Title
- Medium
- Dimensions
- Purchase price
- Installation location
- Installation date
- Image
- Donor if applicable
- Short description
- Date of last maintenance check

Public Art Maintenance

To fulfill the original mission of a public art project and encourage the community to continuously engage with it, the long-term maintenance implications of that project must be identified and considered from the very beginning. Considerations for long-term artwork maintenance should include the following:

- Allocating funds for ongoing maintenance and professionals to perform such maintenance. **Consider assessing the public art fund annually and setting aside 10 – 15% for maintenance.**
- Disclosing as much information about the environment as possible to the artist before contracting them to ensure the artwork is well-suited for the site and surrounding elements.
- Prioritizing high-quality, durable materials over inexpensive alternatives to ensure longevity and minimize future repair needs.
- Sealing murals with anti-graffiti/UV protection products, which protect against vandalism and the elements.
- Working with fabricators and engineers to ensure long-term viability of large-scale sculpture projects.
- Creating a timeline for routine maintenance as well as conservation and repair work.
- Require artist to provide a maintenance plan specific to their medium and scope.
- Engage City of Sunrise Leisure Services and/or Utilities to manage ongoing maintenance.

Acceptance of Donated Art

Whenever the City of Sunrise considers the acceptance of donated artwork, it should assess the compatibility of the work with its existing public art collection and its long-term vision for art in the public realm. Additionally, it's essential to ensure that the artwork's maintenance and upkeep costs are sustainable over time. Donors' intentions should be clearly understood and documented to avoid any potential conflicts or misunderstandings. Furthermore, there should be a comprehensive policy in place for accepting, managing, and deaccessioning donated artworks, promoting transparency and accountability in the process. By exercising due diligence in these areas, the City of Sunrise can harness the power of donated public art to enhance its cultural landscape while safeguarding its artistic and financial interests.

To the right we have a collection of considerations to take into account when artwork is donated. If these questions and considerations can be answered sufficiently by the selecting body responsible for the donated artwork, the chair of the selecting body and the donor must complete an Artwork Donation Agreement. Once complete, the form should be shared with the City of Sunrise Commission for final review and approval.

Considerations when accepting donated artwork include:

- **Selection Process:** Was the selection and procurement of the artwork in alignment with the City's guidelines and values outlined herein?
- **Compatibility:** Is the donated artwork compatible with the City's existing public art collection and its broader artistic vision?
- **Maintenance:** Does the donated artwork require any conservation or restoration needs? Does the City have the financial resources necessary to fulfill those needs, as well as maintain and preserve the donated artwork over time?
- **Donor Intentions:** Have the donors' intentions been well-documented, including any conditions or restrictions associated with the donation? (see donation form for documentation of donor intentions)
- **Legal and Ethical Compliance:** Does the donation comply with all legal and ethical obligations, including intellectual property rights, cultural sensitivities, and potential conflicts of interest?
- **Expert Input:** Does the donated artwork warrant consultation from an art expert/consultant to assess the quality, value, and significance of the piece?
- **Public Notification:** If the donated artwork will be accepted, does the City have a plan in place to notify the public and relevant stakeholders about its acceptance and provide information on its intended location and significance?

Deaccessioning Artwork

In managing public art collections, there are instances when the need arises to deaccession certain artworks. These reasons can range from irreparable damage or deterioration over time to artworks that are no longer compatible with the evolving theme or goals of the collection. Thus it is critical to establish a clear and transparent artwork deaccession policy. Such a policy ensures that the decision-making process is fair, accountable and well-documented, providing clarity on why an artwork is being removed from the collection. This transparency not only maintains the public's trust in the stewardship of public art but also allows for a more dynamic and responsive approach to curating and preserving the collection, ensuring that it continues to reflect the values and priorities of the community it serves.

Consider the following recommendations to ensure a fair and transparent deaccession process:

- Work with conservators and appraisers to understand and document the condition and value of the art.
- Clearly document why the artwork is being deaccessioned.
- Develop a deaccession committee
- Consider legal obligations such as the contract with the artist and the Visual Artist Rights Act of 1990 (VARA).
- It's recommended (but not required) to communicate with the artist or artist's estate about why the piece is being deaccessioned.

Reasons for Deaccession:

- Irreparable damage or deterioration
- Incompatibility with the evolving theme or goals of the art collection
- Legal or ethical concerns related to the artwork
- Maintenance costs exceed the value or significance of the artwork
- Preservation and restoration challenges that exceed available resources
- Space constraints or changes to the site and there is not another suitable location
- Public safety concerns

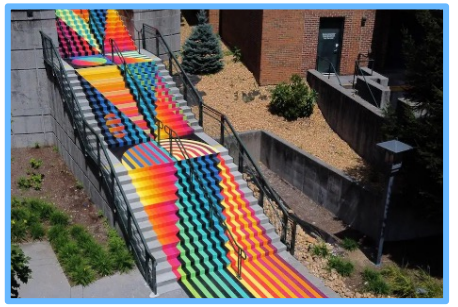
Art Typologies

Art Typology Overview

Art typologies are distinct art characteristics that vary across mediums. The following pages provide more information and inspirational imagery regarding which typologies the City should prioritize when commissioning public art to fulfill its new mission and vision.

- FUNCTIONAL
- TEMPORARY
- DISCOVERY
- ICONIC
- MURAL
- MULTI-MEDIA

By strategically integrating these art typologies, the City of Sunrise can create a welcoming and captivating environment that invites ongoing engagement. Further, incorporating diverse typologies prompts engagement from a wider range of residents and visitors, helping people better connect to one another and to the City at large.



Art Typologies

FUNCTIONAL

Functional artwork is that which also serves a utilitarian purpose. Functional artwork should be used throughout the site on sidewalks and where gathering takes place. Functional public art, like benches, bike racks, or streetlights with artistic designs, simultaneously enhances the City's utility and aesthetics, seamlessly blending form and function to create engaging experiences.

DISCOVERY

Discovery artwork is that which is unexpected and surprising. Discovery artwork should be incorporated throughout pedestrian friendly paths and areas of gathering. Additionally, it can be tucked away in unexpected places, encouraging curiosity and wonder amongst people while prompting further exploration.

MURAL

Mural artwork is that which is directly painted or applied to a wall surface or other substrate. Murals should be used on buildings (non-historical), bridges, and gathering places, including the ground plane. These artworks can help transform dull surfaces into vibrant canvases that celebrate community identity, from large-scale murals that support wayfinding to smaller murals that revitalize underutilized or neglected areas. Murals are also an accessible tool for education, inspiration, and storytelling.

TEMPORARY

Temporary artwork is that which is exhibited for a limited amount of time, from 1 day to monthly, quarterly, or yearly in life span. Locations can be pre-designated as such, allowing for preparation and fluidity. Temporary installations help create an ever-changing canvas, ensuring that the City's artistic landscape remains dynamic and fresh. These artworks can be rotated periodically to keep the cityscape vibrant and engaging.

ICONIC

Iconic artwork is large-scale and clearly reflective of the characteristics of the project. Iconic public art installations can serve as memorable landmarks for residents and visitors, as well as prominent symbols that become synonymous with Sunrise. They should be placed in well-known, high-traffic locations and/or points in the journey inviting reflection and pause.

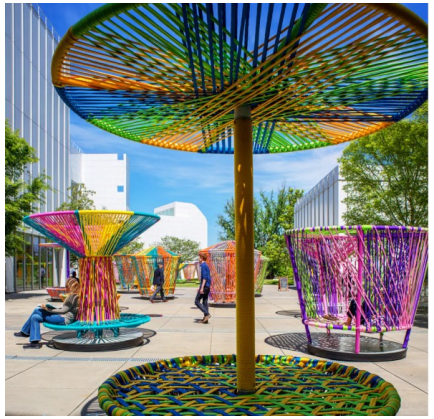
MULTI-MEDIA

Multi-media artwork is that which uses or includes a combination of electronic media, such as video, film, audio, and computers. Multi-media artwork is best suited for projects that encourage interactivity. This type of art is particularly effective in high-traffic areas where it can capture the attention of passersby, offer educational content, and spark shared experiences. Additionally, multi-media art can be adaptive and responsive to its environment, providing evolving narratives that reflect the City's changing cultural and social landscape.

City of Sunrise Art Moodboard

For illustration of concept only

Functional



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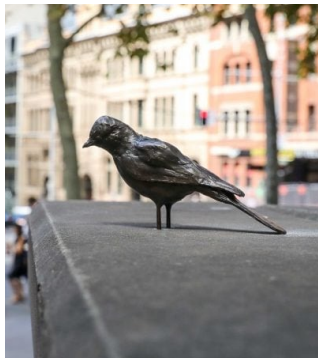
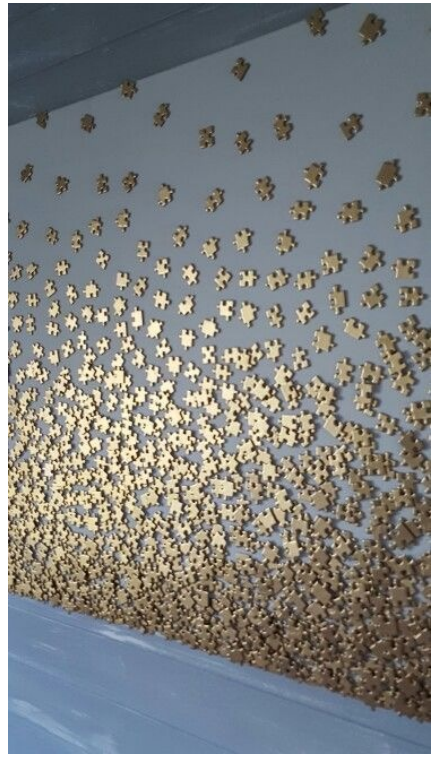
Discovery





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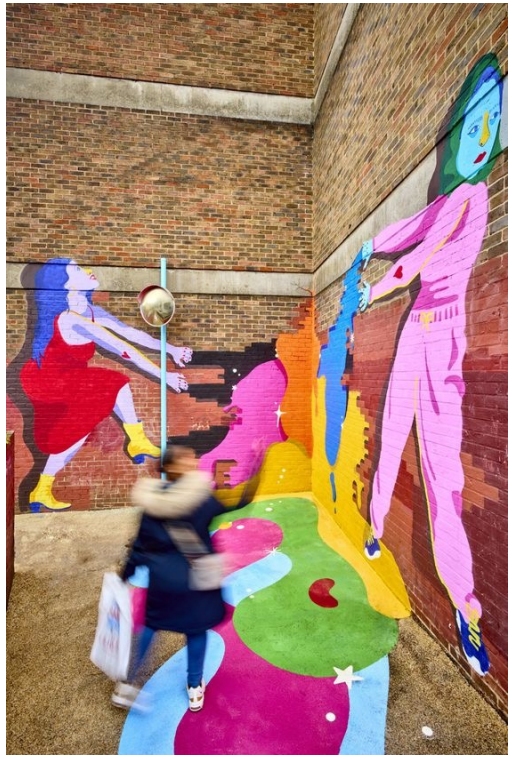
Mural



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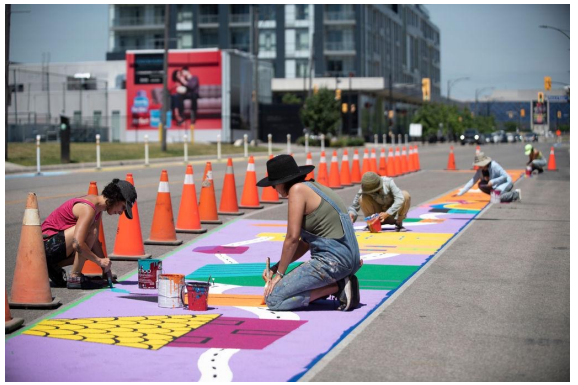
Temporary



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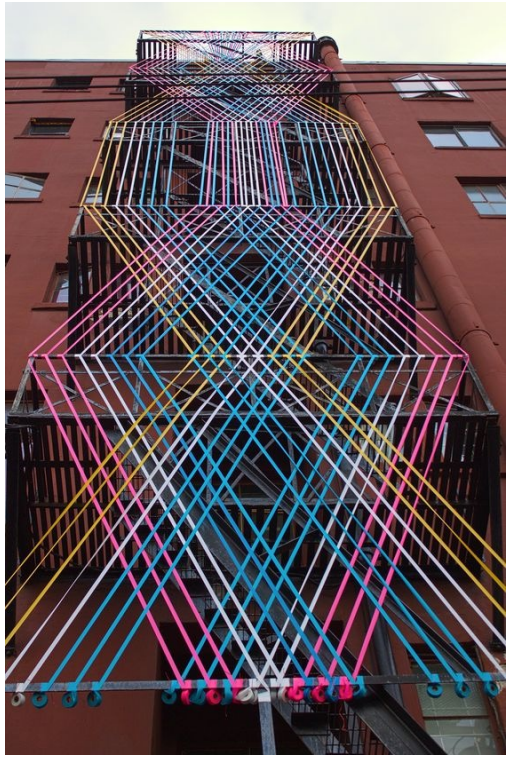
Iconic



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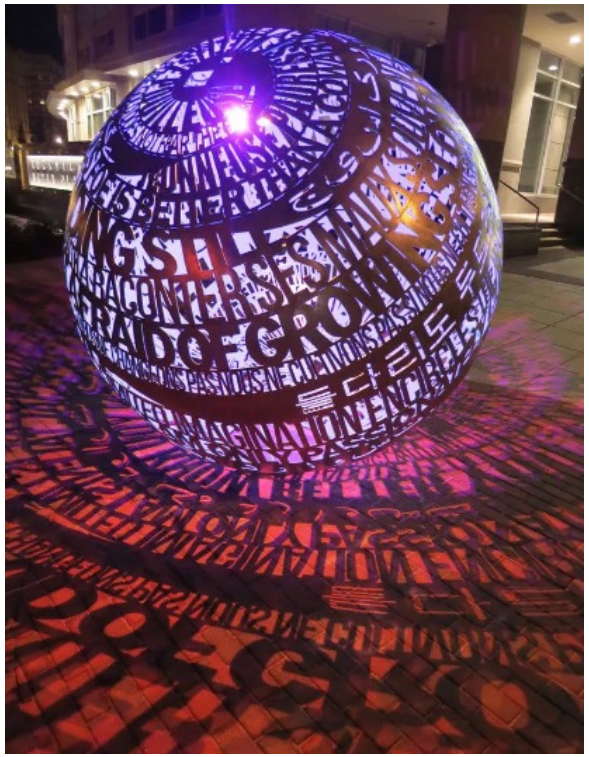
Multi-Media



For illustration of concept only

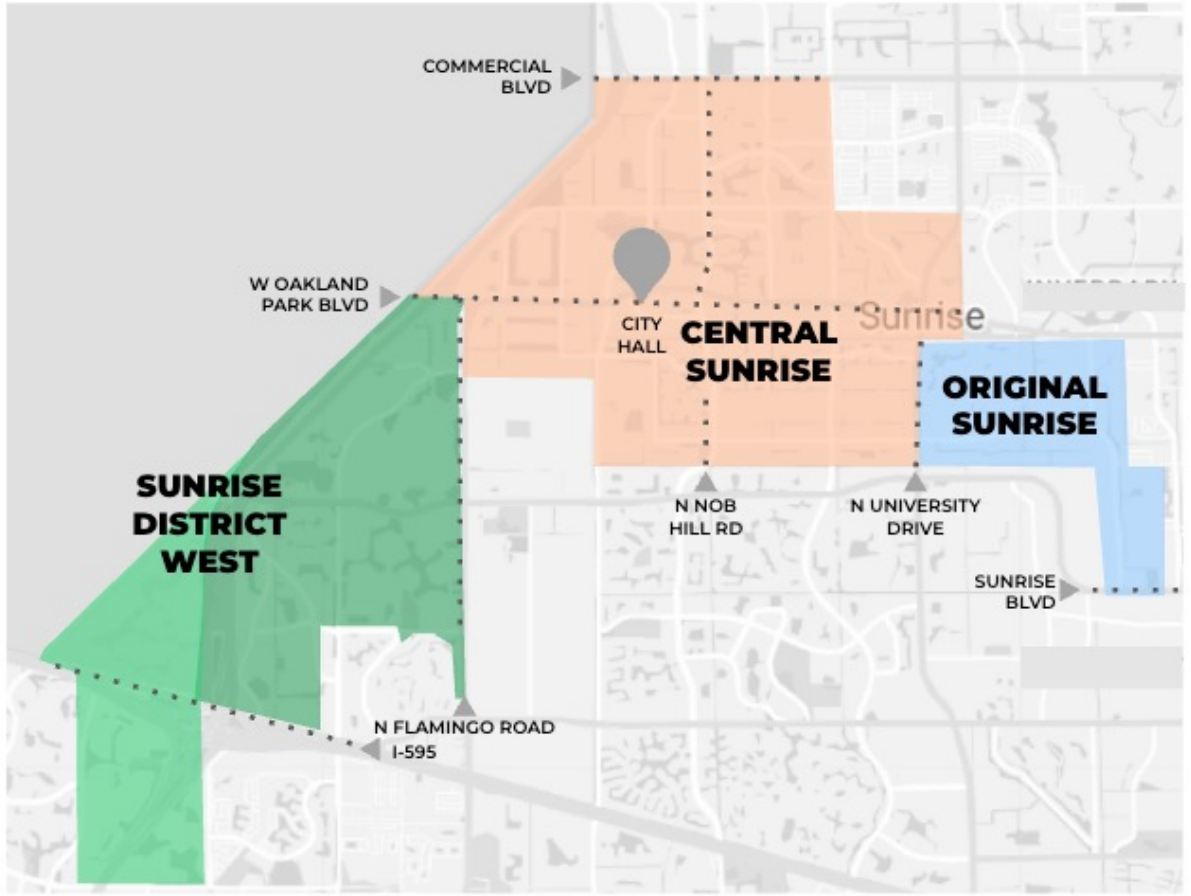
Art By Location

Public Art Locations Overview

To support equitable coverage of public art throughout the city, the following location plan identifies artwork based on three areas, distinguished by their geographic characteristics and overall identity:

1 SUNRISE DISTRICT WEST
(INCLUSIVE of BUSINESS & ENTERTAINMENT DISTRICT)
2 CENTRAL SUNRISE
3 ORIGINAL SUNRISE

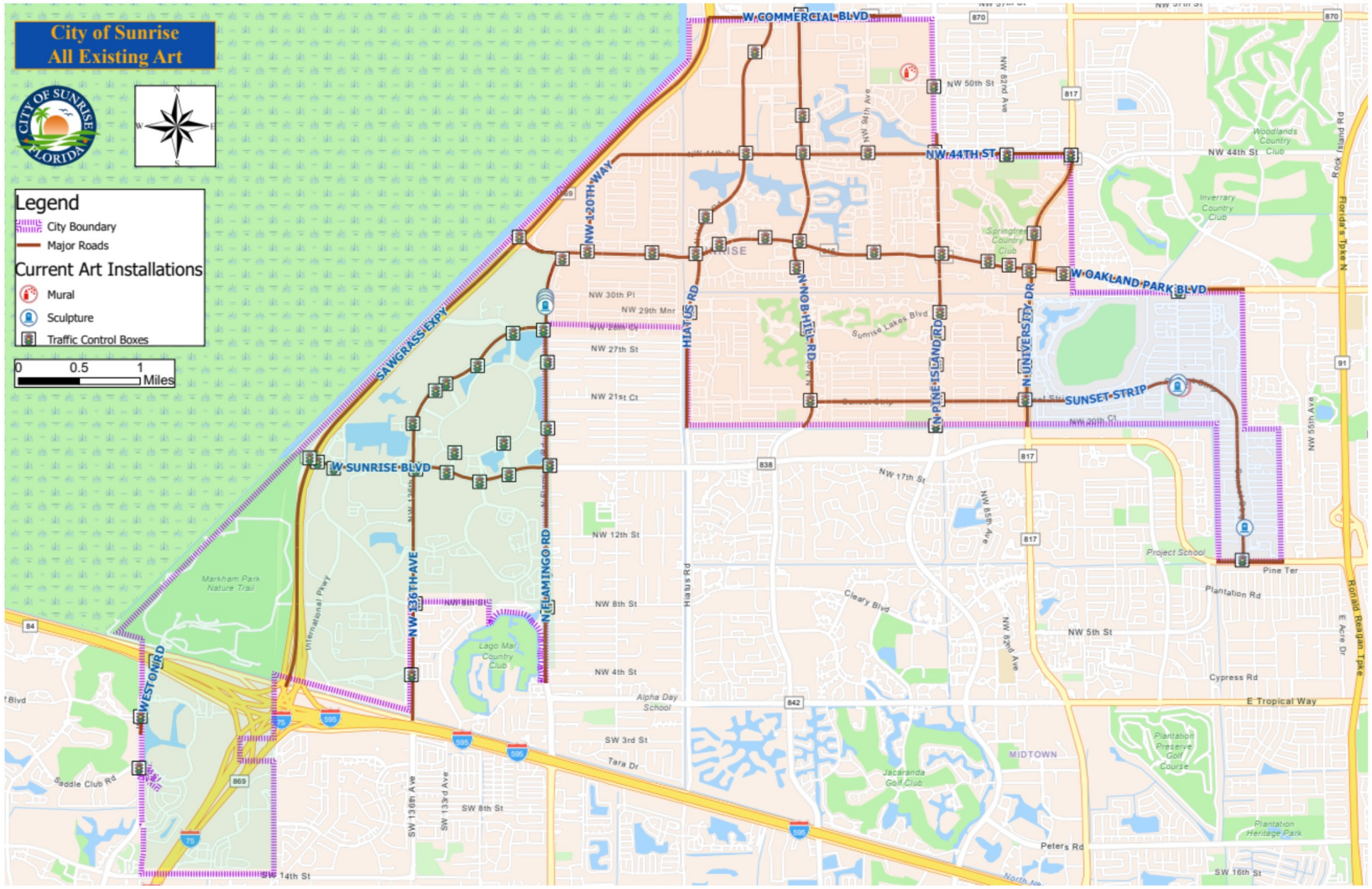
The maps in this plan are intended as **initial guides** to support equitable coverage across the City of Sunrise and to inform future public art planning. They illustrate phases (1 = early, 2 = mid, 3 = later) for consideration but do not represent all possible locations, nor do they constitute a commitment or guarantee of specific installations. Final locations will be determined by the City as opportunities and resources evolve.



Public Art Locations Overview: Existing Art

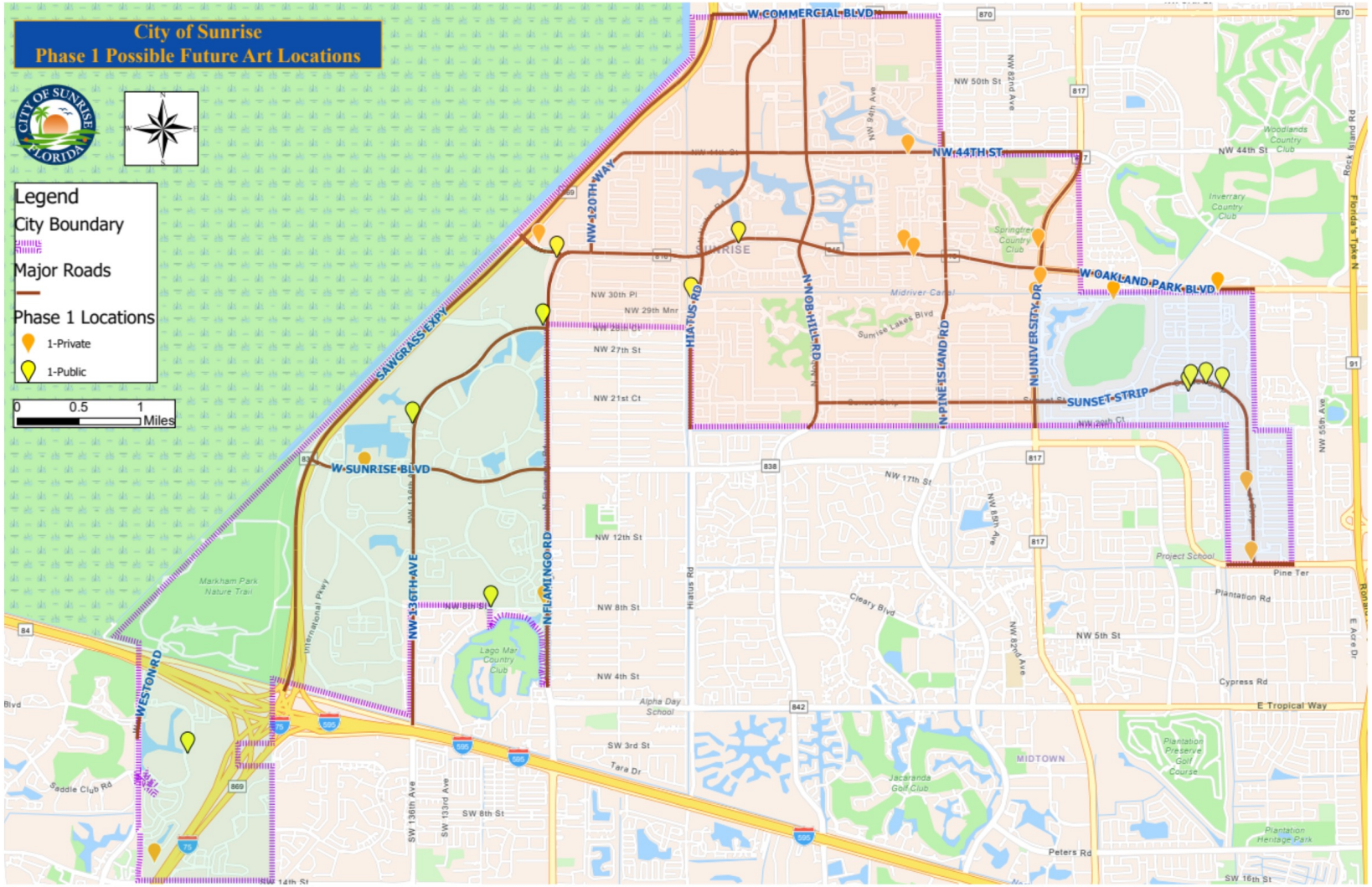
NOTE:

The map on this page reflects the locations of existing public art installations in the City of Sunrise **as of December 2025**. These locations are subject to change over time as artworks are added, relocated, or decommissioned. The map is provided for reference only and does not represent a permanent inventory or guarantee that artworks will remain in the locations shown.



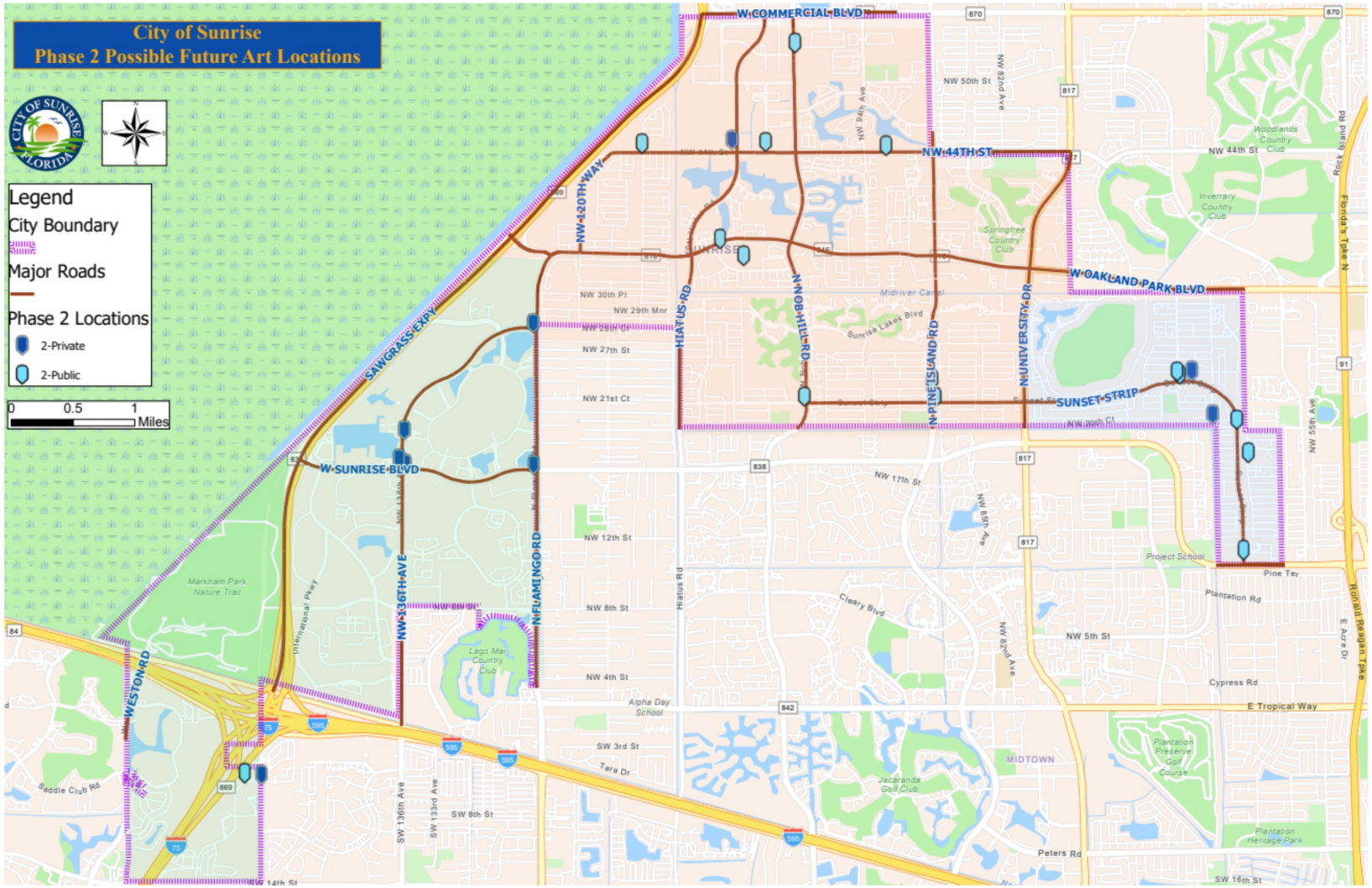
Public Art Locations Overview – Phase 1

The maps in this plan are intended as **initial guides** to support equitable coverage across the City of Sunrise and to inform future public art planning. They illustrate phases (1 = early, 2 = mid, 3 = later) for consideration but do not represent all possible locations, nor do they constitute a commitment or guarantee of specific installations. Final locations will be determined by the City as opportunities and resources evolve.



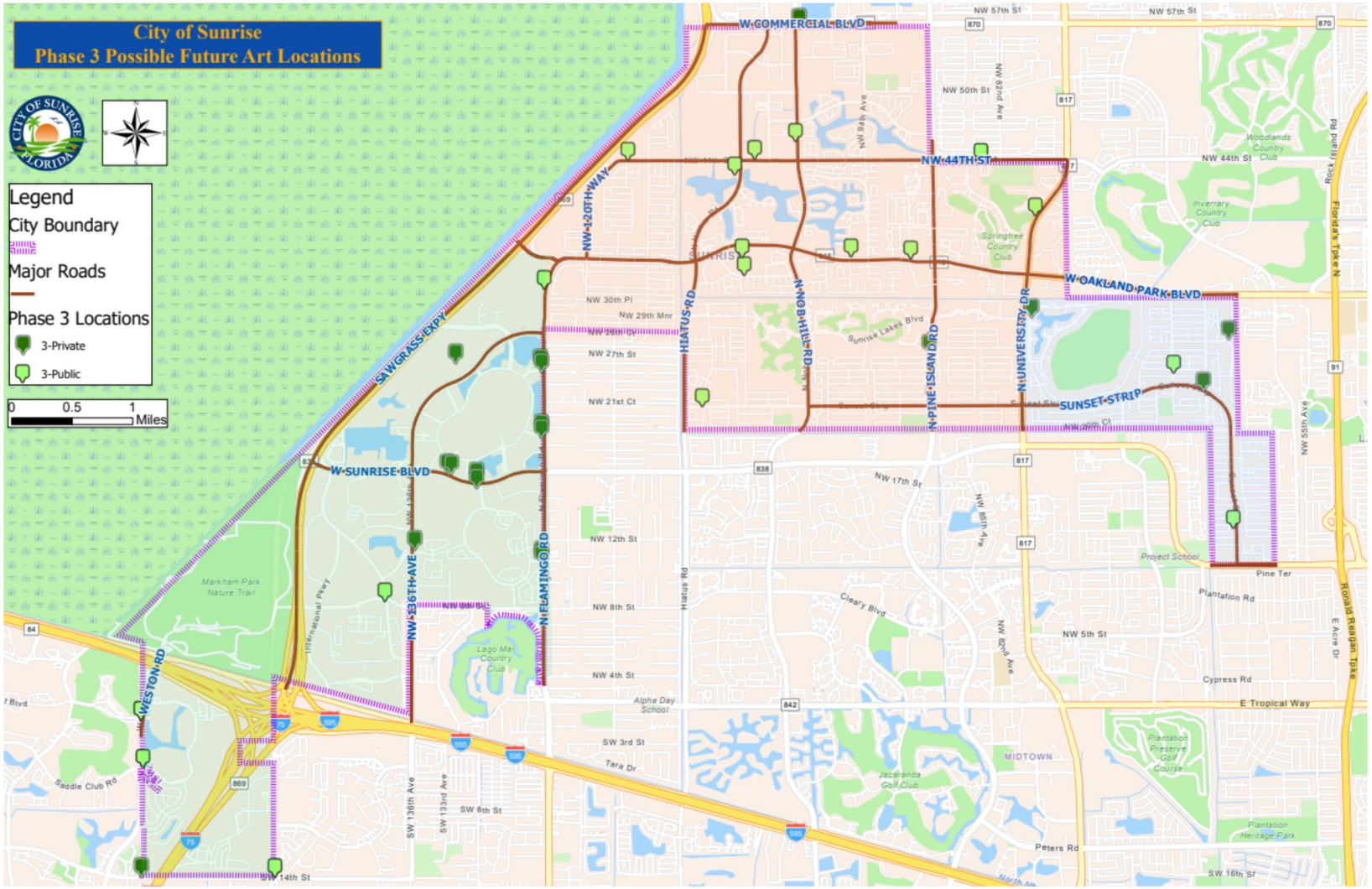
Public Art Locations Overview – Phase 2

The maps in this plan are intended as **initial guides** to support equitable coverage across the City of Sunrise and to inform future public art planning. They illustrate phases (1 = early, 2 = mid, 3 = later) for consideration but do not represent all possible locations, nor do they constitute a commitment or guarantee of specific installations. Final locations will be determined by the City as opportunities and resources evolve.



Public Art Locations Overview – Phase 3

The maps in this plan are intended as **initial guides** to support equitable coverage across the City of Sunrise and to inform future public art planning. They illustrate phases (1 = early, 2 = mid, 3 = later) for consideration but do not represent all possible locations, nor do they constitute a commitment or guarantee of specific installations. Final locations will be determined by the City as opportunities and resources evolve.



Existing & Possible Future Public Art Locations

The maps in this plan are intended as **initial guides** to support equitable coverage across the City of Sunrise and to inform future public art planning. They illustrate phases (1 = early, 2 = mid, 3 = later) for consideration but do not represent all possible locations, nor do they constitute a commitment or guarantee of specific installations. Final locations will be determined by the City as opportunities and resources evolve.

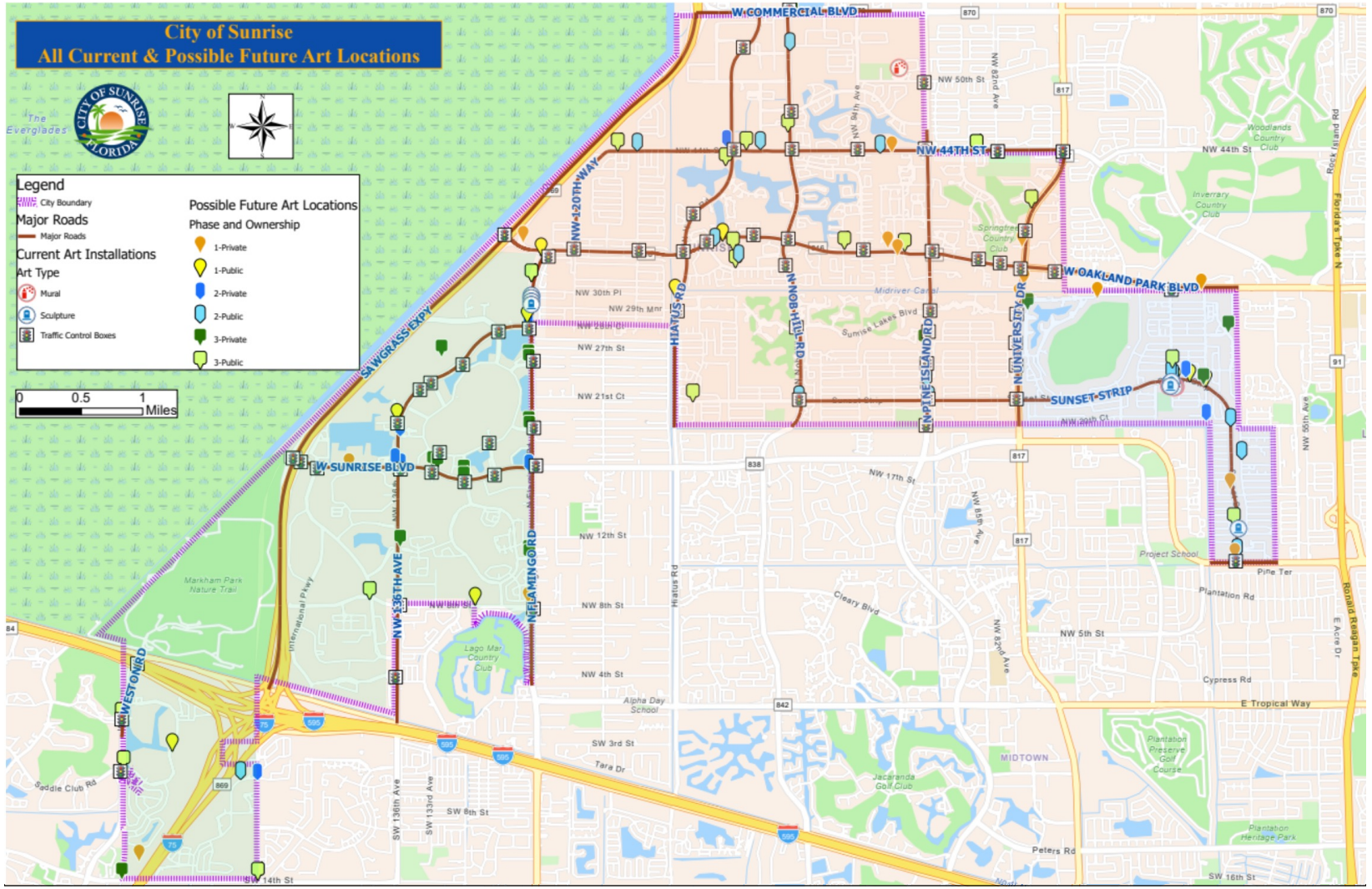


Image Credits

Image Credits

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Pg. 4 Lori Pratico, *Butterfly Mural* (2022), Sunrise Sportsplex, Sunrise, FL. Source: City of Sunrise Horizons Magazine (Fall 2022), https://issuu.com/cityofsunrise/docs/horizons_ond2022_final_sm_urllinks

Pg. 5 Lori Pratico (photographed with group of children, in front of), *Butterfly Mural* (2022), Sunrise Sportsplex, Sunrise, FL. Source: City of Sunrise Photography

Pg. 8 Gus Lina, *Caribbean Garden* Sculpture, 2025, Sunrise, FL. Source: City of Sunrise

Pg. 10 Elio Mercado, *Mercado Mural* (2025), Village Art Plaza, Sunrise, FL; Sergio Quinonez, *Stay Sunny* (2025), Village Art Plaza, Sunrise, FL. Source: City of Sunrise, Village Art Plaza Public Art Collection.

Pg. 12 Unknown Artist, *Traffic Control Box Art Wrap: Two Alligators* (Year not specified), Sunrise, FL. Source: City of Sunrise, Public Art in Sunrise Program, https://www.sunrisefl.gov/departments-services/city-manager/economic-development/call-to-artists-public-art-in-sunrise#ad-image-2

Pg. 14 Architect Unknown, *Sawgrass Mills Monument Sign Sculpture* (circa 1990), Sunrise, FL. Source: Wikipedia / RSM Design (wayfinding consultant)

Pg. 17 *Upside Down House* Sculpture, 2025, Village Art Plaza, 2260 NW 68th Avenue., Source: City of Sunrise Photography

Pg. 19 Sunrise Art Gallery Event Photograph, Sunrise Civic Center, Sunrise, FL. Source: City of Sunrise

Pg. 25 Emily Nicolsi, *Bloom* (2024), Village Art Plaza, Sunrise, FL. Source: City of Sunrise, Village Art Plaza Public Art Collection.

Pg. 27 Unknown Artist, *Traffic Control Box Art Wrap: Owls* (2022), Sunrise, FL. Source: City of Sunrise, Public Art in Sunrise Program, https://www.sunrisefl.gov/departments-services/city-manager/economic-development/call-to-artists-public-art-in-sunrise#ad-image-2

Pg. 28 Artist uncredited, *Interior Mural, Sunrise Civic Center* (Year not specified), Sunrise, FL. Source: WZA Architects, https://www.wza-architects.com/community-centers/sunrise-civic-center/

Pg. 29 Isaac Caruso, *Caruso Mural* (2025), Village Art Plaza, Sunrise, FL. Source: City of Sunrise, Village Art Plaza Public Art Collection.

Pg. 36 Hanna Jubran, *Light Cone* (Year not specified), Village Art Plaza, Sunrise, FL. Source: City of Sunrise, Village Art Plaza Public Art Collection.

Pg. 43 Artist uncredited, *Bronze Sidewalk Relief Conservation* (Year not specified), Location not listed. Source: Getty Conservation Institute, *Conservation Perspectives: The GCI Newsletter* (Vol. 27, No. 2, Fall 2012), https://www.getty.edu/conservation/publications_resources/newsletters/pdf/v27n2.pdf

Pg. 47, 49 – 55 & 74 Art works & images in this section are sourced from a variety of publicly available online media, municipal websites, artist portfolios, and news outlets. They are used here for educational and illustrative purposes within the City of Sunrise Public Art Plan (2025).

Pg. 68 Image from City of Sunrise Instagram (February 21, 2025). Source: City of Sunrise, Instagram Post (Feb 21, 2025)

Appendix

Community Visioning & Engagement Results
Historic Research & Asset Mapping
Glossary of Terms
Participatory Community Art Projects
Documentation

Community Visioning & Engagement Results

Community Engagement Results

To ensure a community-informed approach toward the development of the Sunrise Public Art Master Plan, NINE dot ARTS collected input from the following stakeholders, representing a range of perspectives.

- 15 Sunrise staff members across various departments
- 11 community members via in-person engagement activities
- 182 community members in and around the City of Sunrise via a digital survey*

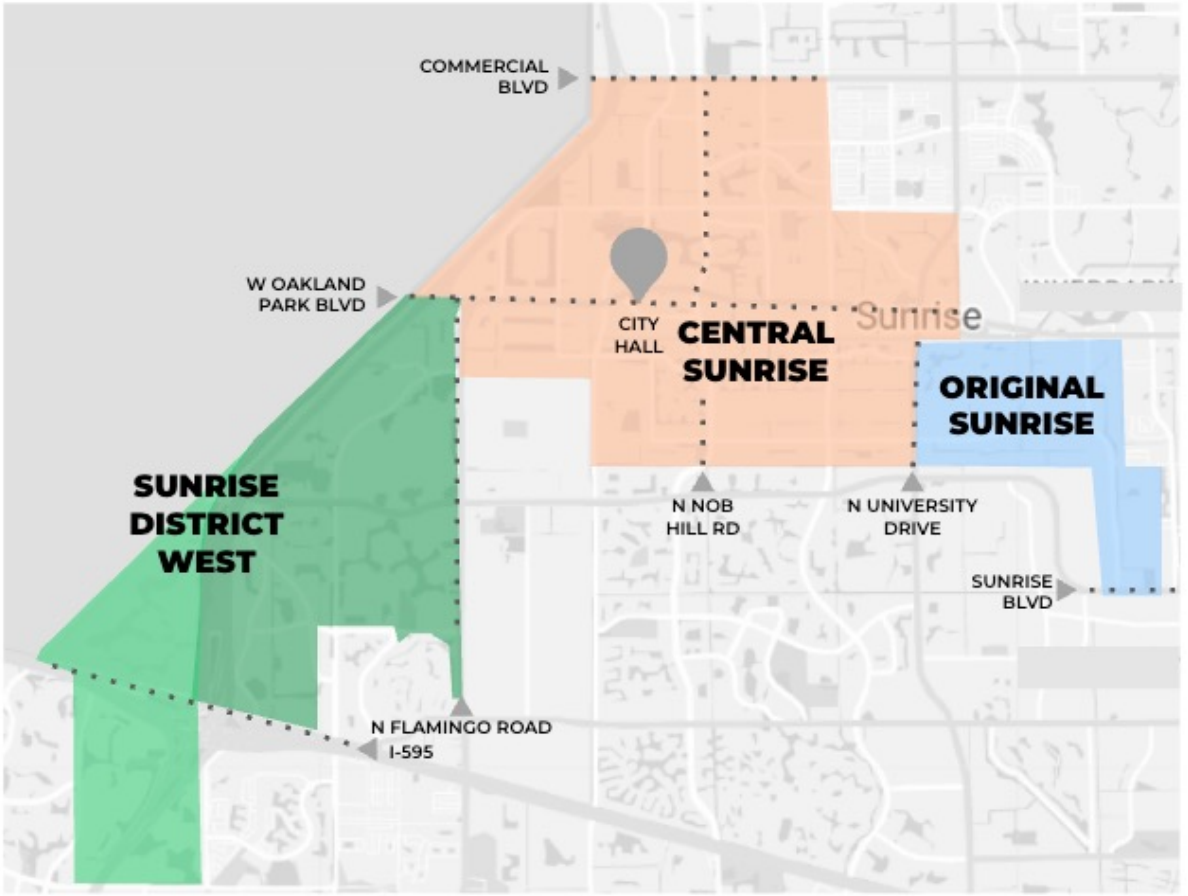
The following pages provide a summary of community engagement data, and a draft mission statement, vision statement, and art criteria developed based on key themes and insights gleaned.

*An estimated Sunrise population of ~100,000 people (as of June 2023). Based on this, a sample size of n=100 is sufficient. Statistically, it allows for an 8% margin of error at a confidence level of 90%. Conclusions for a sample size of n=150 or 200 are unlikely to vary much from this data.

Survey Respondent Data

City of Sunrise Areas

1 SUNRISE DISTRICT WEST
(INCLUSIVE of BUSINESS & ENTERTAINMENT DISTRICT)
2 CENTRAL SUNRISE
3 ORIGINAL SUNRISE

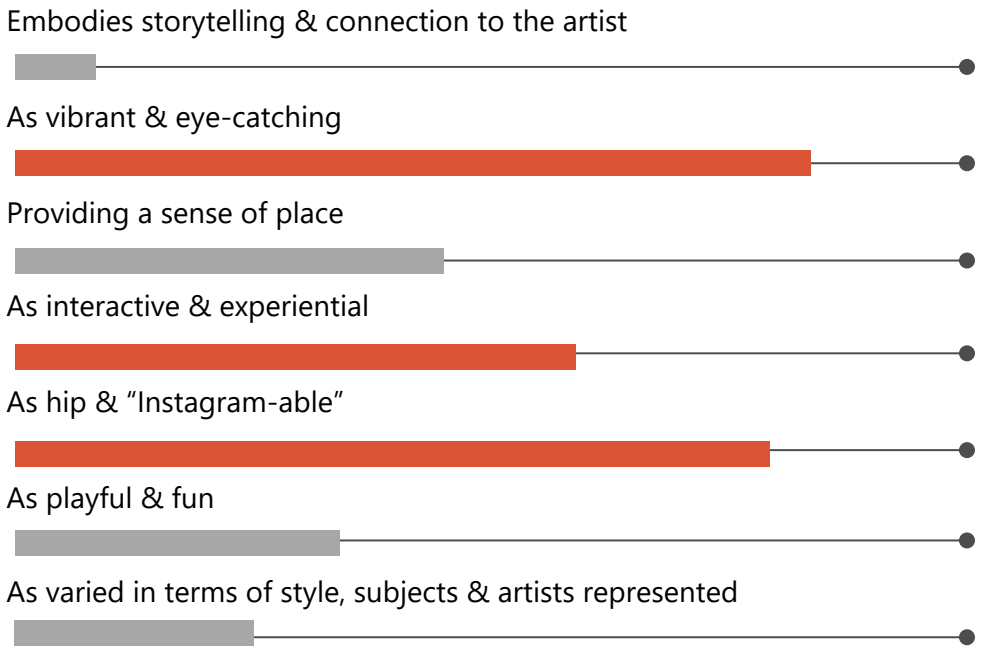


Visioning Results: Sunrise Staff Members

What would you like people to say about the public art in the City of Sunrise?

Visioning Results: Sunrise Staff Members

How will audiences experience the future art collection around the City of Sunrise:

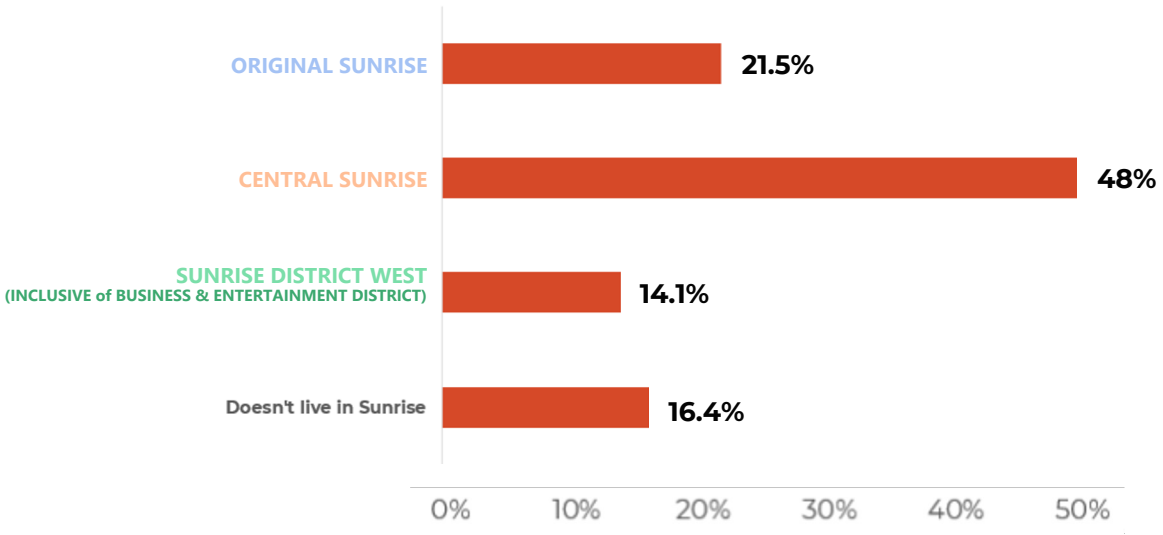


Key Takeaway:

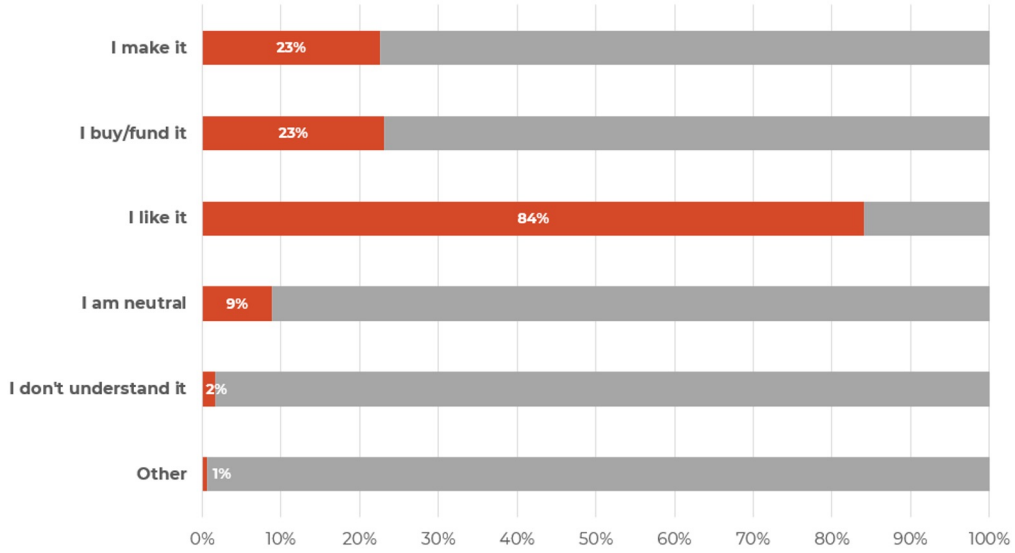
City staff members (on average) want the artwork in Sunrise to be vibrant, interactive, and shareable on social media.

Survey Respondent Data

Do you live in the City of Sunrise?



What is your relationship with art?

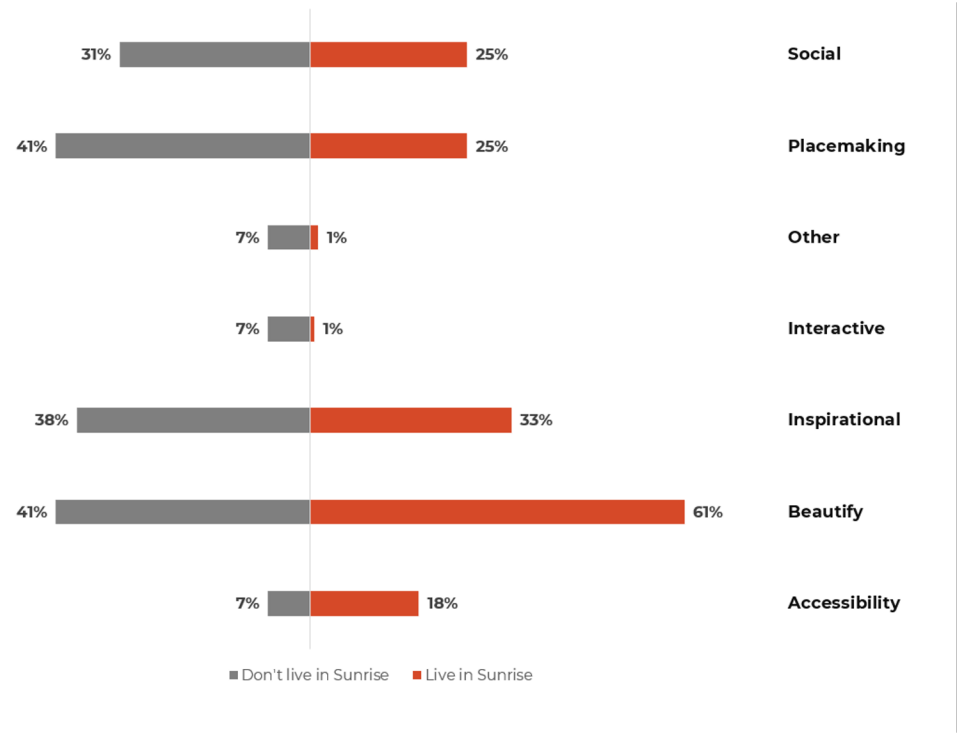


Key Takeaway:

84% of survey respondents live in the City of Sunrise, with majority based in Central Sunrise.
Keep this in mind when reviewing the following community engagement results.
An overwhelming majority of respondents like, make, and buy art.

The Role of Public Art

What is the most important role you would like public art to play in the City of Sunrise?



Key Takeaway:

Regardless of locale, "Beautify" is the primary answer for the role that art should play in the city.

Those that do not live in Sunrise wish for art in the city to 1) beautify; 2) contribute to placemaking; and 3) be inspirational. Those that do live in Sunrise wish for art to 1) beautify; 2) be inspirational; and 3) contribute to placemaking and social gathering

Altogether, the top results of "Beautify," "Placemaking," and "Inspirational," indicate that residents both within and outside Sunrise view these as priority goals for the city's public art collection.

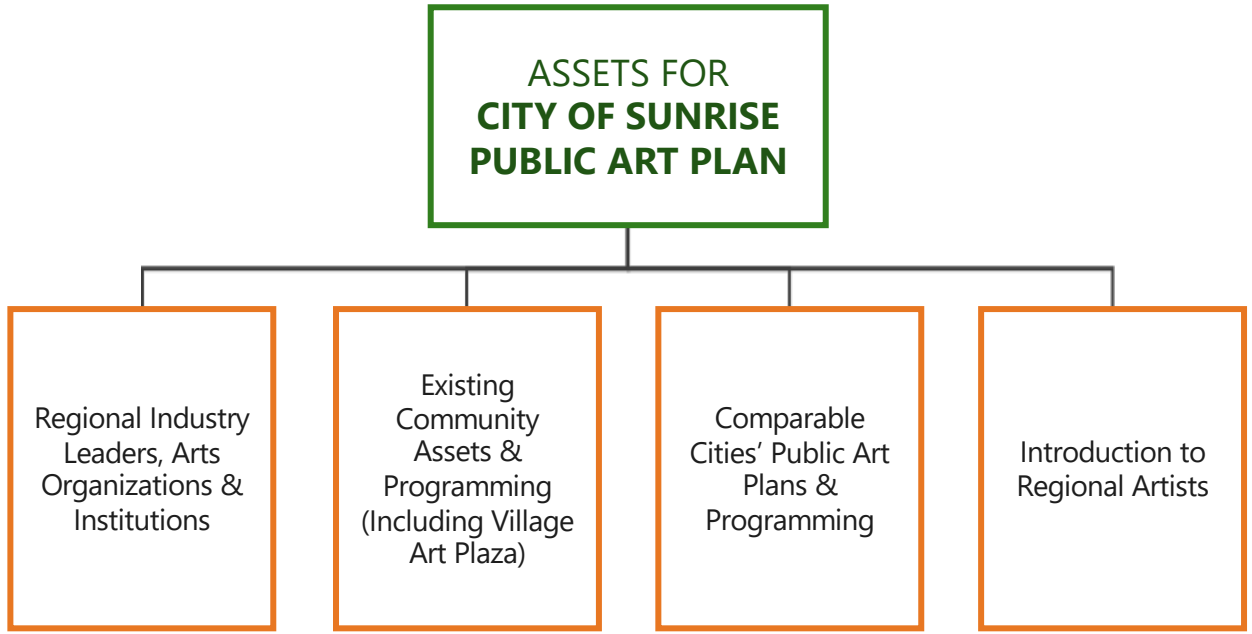
Historic Research & Asset Mapping

Assets Overview

In comparison to other Florida cities, **The City of Sunrise** is currently distinguished by its community-oriented events and festivals, providing local entertainment and fostering a sense of togetherness among residents.

Our goal is to establish a vibrant and dynamic public art program that **draws inspiration from the success and assets of comparable cities**, such as Fort Lauderdale, Miami, Orlando, Sarasota, Jacksonville, and West Palm Beach. We aim to create a public art environment that reflects the community's culture, fosters creativity, and enhances the quality of life in Sunrise.

Our goal is to leverage the **existing community assets** in Sunrise, as well as **neighboring arts institutions, organizations and artists**, to develop a robust public art plan that enriches the city's cultural landscape. We aim to create an environment where art and creativity flourish, fostering community engagement and promoting artistic expression.



Regional & Local Arts Institutions

Located in City of Sunrise

Amerant Bank Arena: Formerly known as the National Car Rental Center and BB&T Center, this arena is home to the Florida Panthers and also hosts major concerts, performances, and cultural events. It is a regional destination that brings large-scale arts and entertainment programming directly to Sunrise.

Village Art Plaza: A City of Sunrise initiative that provides space for art activations, exhibitions, and community events. It represents the City's direct role in fostering public art and community engagement.

Sunrise Civic Center Theatre and Art Gallery: This municipal venue offers a mix of performing arts events, gallery exhibitions, and community programming, directly serving Sunrise residents and contributing to the City's cultural identity.

Regional & Neighboring Institutions

African-American Research Library and Cultural Center (AARLCC): Based in Fort Lauderdale, this cultural center is dedicated to preserving and celebrating African American history, culture, and contributions. It houses a library, museum-quality exhibitions, and cultural programming.

ArtServe: Located in Fort Lauderdale, ArtServe is a nonprofit cultural incubator that supports artists and organizations through exhibitions, residencies, performances, and community programming. It plays a key role in fostering Broward County's creative economy.

Broward Art Guild: A Fort Lauderdale–based nonprofit, the Broward Art Guild is one of the oldest and most active artist organizations in South Florida. It supports the visual arts through exhibitions, classes, member services, community events, and gallery space.

Broward Center for the Performing Arts: Located in Fort Lauderdale, this is one of the premier cultural venues in the region. The Broward Center hosts Broadway productions, concerts, ballet, opera, and educational programming, making it a cornerstone of Broward County's performing arts landscape.

Broward County Cultural Division: The county's cultural agency, located in Fort Lauderdale, oversees Broward's Art in Public Places program, provides grants to artists and organizations, and promotes arts access and cultural tourism.

Broward County Public Schools – Arts Programs: Broward County Schools, headquartered in Fort Lauderdale, integrates visual and performing arts education across the district. It provides arts opportunities for thousands of students, building cultural literacy and creative skills.

FAU (Florida Atlantic University): With its main campus in Boca Raton and regional presence in Davie, FAU supports the arts through its Dorothy F. Schmidt College of Arts and Letters, music programs, and visual art exhibitions.

MAC Art Galleries: With a location in Fort Lauderdale, MAC Art Galleries exhibits contemporary fine art across media, connecting collectors and artists while contributing to the region's art commerce.

Museum of Discovery and Science: Also in Fort Lauderdale, this interactive science museum offers exhibits on aviation, space, environment, and technology, alongside its IMAX 3D Theater. It serves as an educational and family-oriented destination for the region.

Nova Southeastern University – Department of Performing and Visual Arts: Based in Davie, Nova Southeastern offers degree programs in visual and performing arts. It provides educational training in studio art, art education, theater, and music, contributing to the pipeline of creative professionals in the region.

University of Fort Lauderdale: Located in Lauderhill (near Sunrise), this private university includes programs in design and creative studies. Its offerings in graphic design, illustration, and arts-related fields expand higher education options in the area.

Young At Art Museum: Located in nearby Plantation, the Young At Art Museum is a family-friendly destination that fosters creativity and learning through interactive art and cultural exhibits. It has been a hub for arts education and children's engagement in South Florida.

Institutional and organizational details compiled from official websites and municipal resources, including the City of Sunrise, Broward County Cultural Division, Broward County Public Schools, Nova Southeastern University, University of Fort Lauderdale, Florida Atlantic University, Young At Art Museum, ArtServe, Broward Art Guild, MAC Art Galleries, Museum of Discovery and Science, Broward Center for the Performing Arts, African-American Research Library and Cultural Center, and related cultural institutions. Locations and program descriptions are current as of 2025.

Local Arts Review

The **City of Sunrise, Florida**, currently plans quality recreational, social, and transportation services and often hosts a variety of **local events and festivals** throughout the year to bring the community together and provide entertainment options. While the specific events and dates can change from year to year, here are some of the recurring events and festivals that have taken place in Sunrise in the past, along with key venues:

- The new **Village Art Plaza**, in the heart of Original Sunrise connects **City Park** and the **Village Civic Center**. Uses for this flexible open space include farmers markets and cultural events. The Plaza is visually defined by art installations and a unique surface. It also features removable bollards to facilitate temporary closures of a portion of NW 68th Avenue to encourage community engagement and walkability.
- **Sunrise Arts and Crafts Festival**: This annual event typically features local artists and craft vendors showcasing their handmade goods. It's a great place to find unique artwork and crafts.
- **Tunes 'N Trucks Concert Series**: The Tunes 'N Trucks series typically runs from October through June and offers free outdoor concerts with food trucks, making for a fun and family-friendly evening.
- **Cultural Festival:** This celebration of global heritage features music, dance, food, and art representing the various backgrounds of Sunrise residents. It fosters cross-cultural understanding and community pride.
- **Caribbean American Heritage Festival:** A community celebration recognizing the cultural contributions, traditions, food, music, and artistic expressions of Caribbean American residents, fostering unity and cultural appreciation.
- **Fourth of July Celebration**: The city often hosts a Parade along Sunset Strip along with a Fourth of July event with fireworks, live music, food vendors, and family activities to celebrate Independence Day.
- **Sunrise Holiday Lighting Ceremony**: Held during the holiday season, this event includes the lighting of a large holiday tree, holiday music, and seasonal festivities.
- **Sunrise Civic Center Theatre**: The Sunrise Civic Center Theatre hosts a variety of cultural events, including live theater performances, musical concerts, and dance shows. It's a great place to catch local talent and traveling productions.
- **Sunrise Art Gallery**: Located in the Sunrise Civic Center, this gallery often features exhibitions by local artists, providing a platform for them to showcase their work.
- **Sunrise Amphitheater:** An outdoor venue used for concerts, cultural performances, movie nights, and community gatherings, offering an open-air setting for entertainment and public events.
- **Lyrical Lounge Teen Open Mic Nights**: Events are presented to provide a creative outlet for poets, musicians and other artists. The FREE monthly Teen Open Mic Night includes a writing workshop facilitated by a teaching artist.
- **Ongoing Art Classes (Youth & Senior)**: The goals of the classes are to maximize artistic potentials with a variety of art materials.
- **Earth Day Festival:** Held each spring, this environmentally focused event includes sustainability exhibits, eco-art activities, plant giveaways, and educational programming that promotes environmental stewardship and green living.

Adjacent Cities' Key Public Art References

Tamarac (North of Sunrise) has public art is guided by its Public Art Committee and Percent-for-Art ordinance, which continues to grow its civic art collection. Works often feature monumental forms and figurative themes.

- **Vigilance, Albert Paley** – monumental abstract metal sculpture near City Hall.
- **Lady Justice, Ruben Ubiera** – figurative piece at the Broward Sheriff's Office.
- **Egretta Thula, George Gadson** – bronze sculpture of a native egret at Commons Park.

Davie (Southwest of Sunrise) highlights its ranching and western heritage through public art tied to cultural festivals and historic preservation. Public artworks are often contextualized with heritage education.

- **Cowboy and Rodeo Sculptures, Unknown Artist** – Bergeron Rodeo Grounds.
- **Heritage Murals, Old Davie School Museum** – multiple artists, murals that celebrate Davie's agricultural history.
- **Western Horse Mosaic, Local Collective** – decorative mosaic installation near Town Hall.

Plantation (South of Sunrise) integrates public art primarily through cultural institutions, temporary exhibits, and community-driven programming. The emphasis is on education and heritage rather than large-scale permanent installations.

- **Historical Murals, Plantation Historical Museum** – rotating exhibitions featuring local artists.
- **Florida Cracker Horse Sculpture, Fredrick Prescott** – dynamic painted steel sculpture near City Hall.
- **Heritage Mosaic, Plantation Community Center (Artist Collective)** – tile installation celebrating local history.

Lauderhill (Bordering Sunrise to the East) has invested steadily in murals and cultural programming, particularly near civic buildings and schools. Its arts centers provide platforms for visual and performing arts.

- **Community Mural, John Mullins** – at Lauderhill Arts Center, celebrating Caribbean-American culture.
- **Musical Energy Sculpture, Mildred Howard** – abstract work at the Lauderhill Performing Arts Center.
- **School Murals Initiative** – multiple artists, large-scale educational murals across the city's schools.

Fort Lauderdale (East of Sunrise) has a dynamic and growing public art scene with murals, sculptures, and site-specific works that reflect both its cultural variance and waterfront identity. The city's programming balances community storytelling with contemporary commissions.

- **Northwest Gardens Mural Project** – multiple artists, a series of colorful community murals.
- **Sistrunk Corridor Murals** – collective works by local artists reflecting African-American heritage and neighborhood pride.
- **Sails, Duane Hanson** – iconic steel sculpture at the intersection of US-1 and Sunrise Blvd., symbolizing the city's coastal spirit.

*This list is for general reference of regional public art styles by location as of 2025. It is not intended to include all regional public works.

Adjacent Cities' Key Public Art References

Coral Springs (Northwest of Sunrise) has been proactive in adopting a Public Art Master Plan and building a notable civic art collection. The ArtWalk and Civic Campus anchor the city's emphasis on accessibility and bold, contemporary forms.

- **Union One, Kevin Barrett** – stainless steel sculpture along the ArtWalk.
- **Give Them Wings, Amie Jacobsen** – interactive winged sculpture encouraging public engagement.
- **Celestial, Ray King** – luminous glass-and-metal installation at the Municipal Complex.

Pembroke Pines (South of Sunrise) nurtures public art through cultural institutions and civic development. The city incorporates contemporary works into its City Center and educational facilities.

- **The Frank C. Ortis Art Gallery** – anchor institution with rotating contemporary exhibitions.
- **Guardian of the Arts, Cecilia Lueza** – colorful abstract sculpture in City Center Plaza.
- **Pines Boulevard Murals, Multiple Artists** – corridor-wide series integrating local culture.

Hollywood (Southeast of Sunrise) is regionally known for its robust mural program and cultural park. Its art scene emphasizes accessibility, placemaking, and international collaboration.

- **Downtown Hollywood Mural Project** – curated murals by artists like Eduardo Kobra and Tatiana Suarez.
- **ArtsPark Visual Arts Pavilion** – includes live glassblowing studio and rotating installations.
- **Big Book, Jefrë** – monumental sculpture at Young Circle symbolizing growth and learning.

Pompano Beach (Northeast of Sunrise) has cultivated a recognizable identity through sculpture trails, murals, and underwater art. Public art here often connects to the marine environment and local culture.

- **Underwater Sculpture Garden (Shipwreck Park)** – includes works like *Reef Rider* by Velvet Anvil (Andrew Shook).
- **Galactic Bloom, Tyler FuQua Creations** – illuminated stainless-steel sculpture on NE 1st Street.
- **Painted Pompano** – citywide fish sculpture series by multiple local artists.

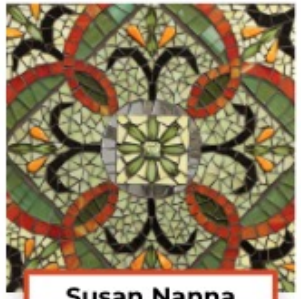
*This list is for general reference of regional public art styles by location as of 2025. It is not intended to include all regional public works.

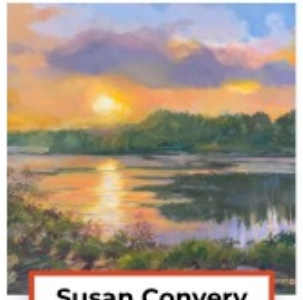
Regional Artists

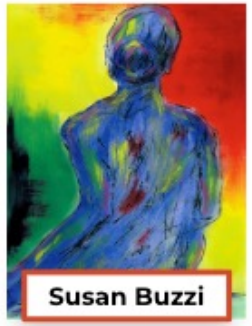
George Gadson

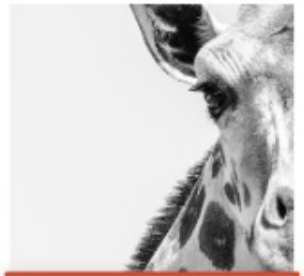
Beth Ravitz

Fran Goodman


Susan Nanna


Susan Convery


Susan Buzzi

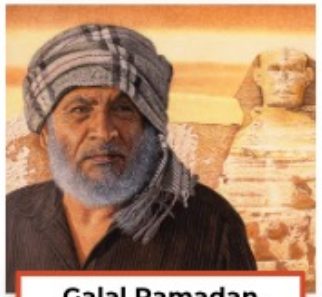

Stacy Daugherty

Elio Mercado

Georgeta Fondos

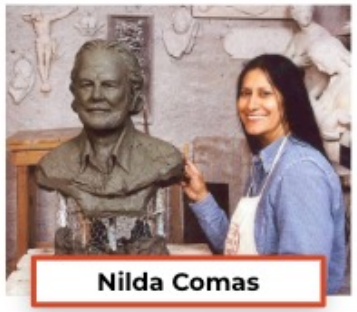
Paul McDermott

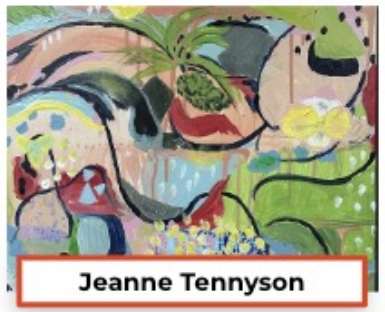
Chery Eggleston


Galal Ramadan

Jacki Rosen

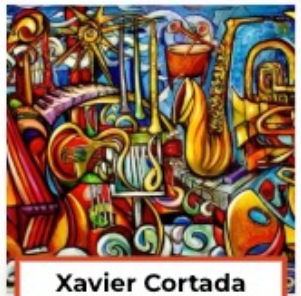
Marlene Hammel

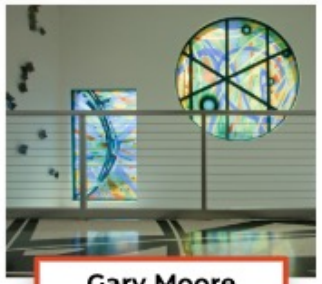

Nilda Comas


Jeanne Tennyson

Betsy Drake Hamilton

Trish Jones


Xavier Cortada


Gary Moore

*This is an initial, non-comprehensive list of artists intended as a reference for the City of Sunrise Public Art Plan.

Regional Event Timeline

The events included in this timeline were chosen to highlight both the City of Sunrise's own milestones (**ORANGE**) and the broader evolution of public art across South Florida. Events directly tied to Sunrise (such as its incorporation, renaming, landmark developments, and adoption of public art policies) are emphasized to illustrate the city's unique trajectory.

Additionally, regional milestones are included to provide important context: South Florida's public art ecosystem has been shaped by early leadership in Miami-Dade and Broward County, the establishment of significant museums and cultural institutions, and the adoption of public art ordinances in nearby municipalities. These examples demonstrate the broader momentum of public art in the region and position Sunrise's program within a larger network of cities committed to cultural investment. Together, this combination of local and regional milestones illustrates how Sunrise's public art initiatives are both rooted in the city's history and connected to a wider movement that has defined South Florida as a leader in the field.

1958 – NSU Art Museum Fort Lauderdale opens

1960 – Johnson and F.E. Dykstra developed and built an "upside-down house" in Sunrise

1961 – Norman Johnson appointed first Mayor of Sunrise Golf Village

1971 – City, by referendum, changed its name to the City of Sunrise

1973 – Miami-Dade Art in Public Places program established, requiring 1.5% of new county building costs for public art

1978 – Broward County Public Art & Design program established, allocating 2% of new governmental construction budgets for public art

1984 – Palm Beach County Art in Public Places program established

1986 – Art in State Buildings Program expanded (State of Florida)

1986 – NSU Art Museum Fort Lauderdale modernist building opened

1990 – First phase of Sawgrass Mills opened in Sunrise

1998 – Florida Association of Public Art Administrators founded

1998 – National Car Rental Center (now Amerant Bank Arena) opened in Sunrise

2002 – African-American Research Library and Cultural Center (AARLCC) opened in Fort Lauderdale

2004 – City of Sunrise Public Art ordinance adopted (precursor to current program)

2007 – Miami Beach Public Art Master Plan adopted

2012 – Pompano Beach adopted a public art ordinance

2013 – Delray Beach adopted its Art in Public Places ordinance

2015 – Coral Springs initiated its Public Art Program expansion, introducing large-scale sculptures across the city

2019 – Broward Cultural Division launched "Ignite Broward," an annual public art festival

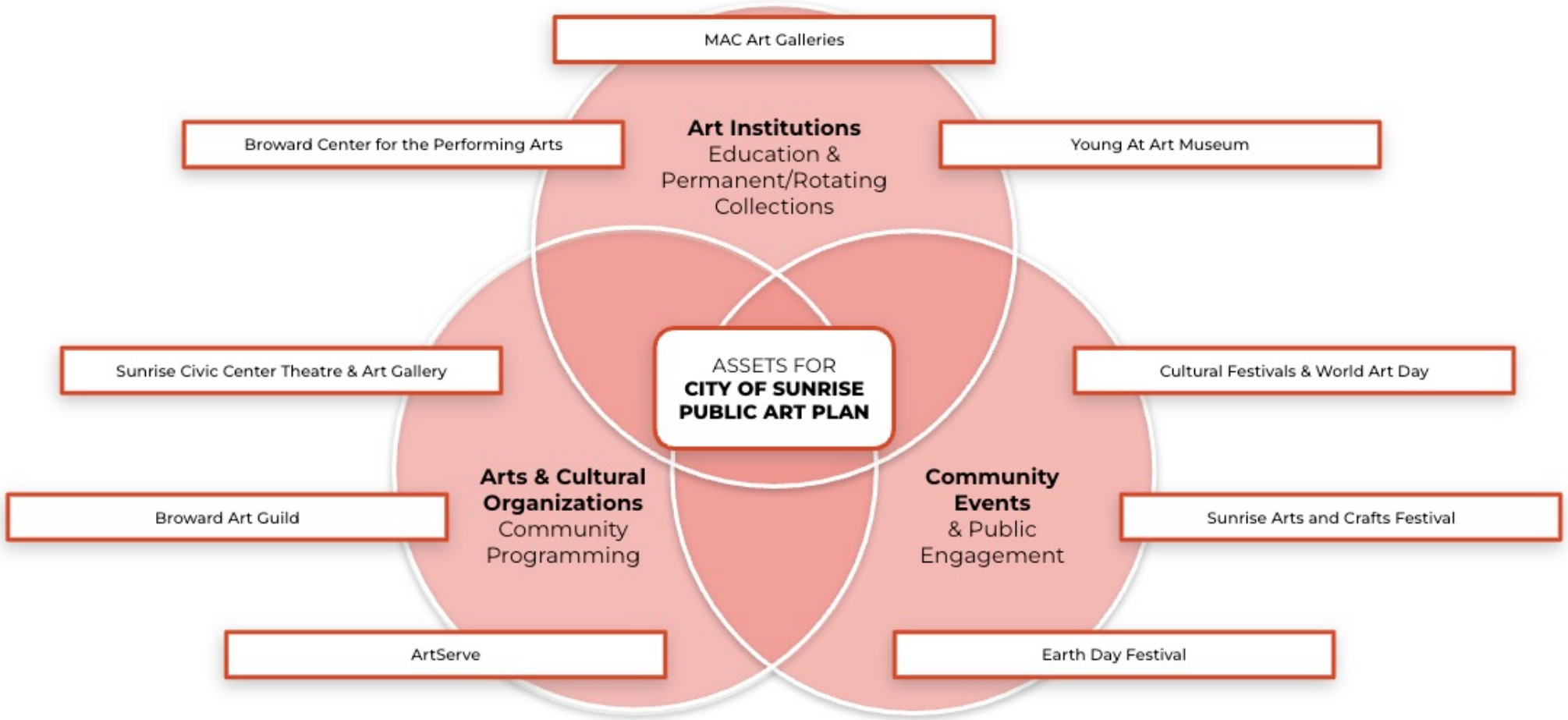
2021 – West Palm Beach adopted "ArtLife WPB," expanding the city's Public Art program to include both permanent and temporary installations

2023 – City of Sarasota adopted Public Art Plan

2026 – City of Sunrise Public Art Plan Implementation

Information compiled from: City of Sunrise official website and historical records & Public Art program websites and municipal ordinances for Pompano Beach, Delray Beach, Coral Springs, West Palm Beach, and Sarasota

Assets Overview



Glossary of Terms

Glossary of Terms

The following terms, organized alphabetically, appear throughout this plan and particularly in the public art commission processes described in pages 30 through 40.

- **Art Consultant:** An artist, City staff member, third party consultant, and/or anyone with experience in the arts that the City deems credible to participate in the public art selection process.
    - In addition to this role, a full-time Public Art Administrator could be a hired to support the implementation and scalability of this Plan.
- **Art Selection Committee**: The art committee (Art Consultant & Economic Development Director are advising only) is established in Step 3 of the Process Map for Public/City Initiated Projects. This committee will include the Economic Development Director, Art Consultant, and 3-7 City staff members, depending on the complexity, scope, and budget of the project.
    - Consider staff members with expertise that is relevant to the project at hand and ensure their participation is approved by the City Manager.
    - Art Selection Committee members should rotate for each project and on a regular basis.
    - A standard meeting schedule for Art Selection Committee gatherings should be established at the beginning of each project.
- **City Review Group**: Primary body responsible for overseeing public art selection and installation, as well as assisting with reviews for public art selection initiated by a private developer. Consisting of an Art Consultant, the Economic Development Director, and the City Manager, this group may opt to form a selection committee for certain projects depending on location and scope. Additionally, they may assign and/or collaborate with a specific rotating and/or standing Art Selection Committee in the future as the Sunrise public art program grows. Additionally, consider collaborating with or hiring a new City staff member to oversee art programming and events.
- **Design Stipend:** Define the stipend amount that each artist applicant will receive in return for creating a site-specific proposal for the art committee's review. You may also share how many semifinalists will be selected to create proposals (optional).
- **Eligibility Requirements:**
    - Introduction: Short biography describing the artist's location, background, and any relevant experience. This may include (but limited to):
        - Artist statement that details their current practice and interests
        - Themes they wish to explore in the installation
        - Materials they work with
        - Why they are qualified for the project at hand
    - Experience: Respondent must demonstrate successful experience and capacity to act as a contractor on projects of similar size, type, and complexity.
    - Portfolio: Respondent should provide a link or list of photos of recent and relevant projects, along with the associated name, location, client, budget, and scope.
    - Artist Timeline and Budget: Respondent should confirm their ability to meet the project's budget and timeline requirements.
    - Any other general requirements by the city or client.
- **Project Budget:** Share the total budget that will be awarded to applicants and detail all items that must be accounted for within that budget (i.e. fabrication costs, installation costs, etc.). If known, share the estimated payment schedule with the artist (i.e., 50% to be paid as an initial deposit, 50% to be paid at completion).

Glossary of Terms

- **Project Timeline**: Important milestones for project completion, such as dates the artwork should be finished, installed, unveiled, etc.
- **Project Scope**
    - Project name
    - Address of project location
    - Description of the intended scope and outcome of the project
    - The vision for the public art piece and any accompanying art goals and selection criteria against which artist proposals may be judged
    - Site plans identifying the art location
    - Project or site requirements/limitations (i.e. subject matter, minimum or maximum sizes for artwork, off-limits materials, etc.)
        - Artwork must be appropriate for display in public spaces and viewing by a general audience. (Artwork cannot include the following: political or religious content; anything that could be deemed controversial; breach of intellectual property; trademarks; images of illegal activity; advertisements; logos; signage; or promotion of any business, organization, individual, or product.)
- **Selection Procedure and Evaluation Criteria**
    - To provide transparency to all applicants, consider sharing how each application will be evaluated, including mandatory and recommended selection criteria.
    - Describe the relevant milestones that form the selection procedure, such as…
        - Date of Art Selection Committee Meeting for application review
        - Date shortlisted artists will be notified
        - Deadline for shortlisted artist proposals
        - Date selected artist will be notified
        - Date of City Commission Meeting for final approval of proposal
- **Site-Specific Proposal Requirements for Shortlisted Artists:**
    - 1-2 artwork options, which may include sketches, renderings, and/or mock-ups, depending on the artist's preference and how they can best visually describe their proposed ideas
    - Proposed scale and materials for each option presented
    - Short description of the proposed ideas
    - Any specific site requirements for installation, including any voltage needs (if applicable)
    - Any ongoing maintenance requirements (if relevant)
    - Timeline for completion
    - Budget breakdown
    - Any other general requirements by the city or client.
- **Submission Details and Contact Information**
    - Make clear the application deadline and any details related to submitting materials such as formatting requirements, how to upload/email materials, etc. (i.e. email, file upload, etc.)
    - Provide contact information for the project's primary point of contact, should the applicants have any questions or concerns.

Participatory Community Art Projects

What is participatory community art?

Art made in collaboration with others – called participatory community art – is shown to provide numerous public health benefits including alleviating stress and enhancing community identity. Whether temporary or permanent, large-scale or grass-roots, community art projects can help bring people together across differences to make something meaningful, meanwhile increasing feelings of belonging and strengthening civic pride. The following pages provide examples of participatory art projects that could serve as inspiration for the City of Sunrise.

This free Plan-of-Work Template for Community Art Projects is a great resource for best practices, prompts, tips, and tables for executing a thoughtful, effective, and ethical community art project. [https://whatsgoodproject.com/toolkits/community-art-plan-of-work]

Example 1: Broomfield Out Loud

City and County of Broomfield, Colorado

Broomfield Out Loud is an innovative project empowering local residents through storytelling and art. Inspired by the Nobody Knows: Voices (Un)muted project led by Dr. Ron McCurdy, Broomfield Out Loud pairs community members with local artists who create exhibits and performances to bring residents' stories to life.

Residents are invited to submit their stories via the City and County of Broomfield website. The City and County also partnered with a local writing organization to host workshops to help residents strengthen their voice and creative writing skills. Meanwhile, artists are invited to submit proposals for creative works retelling a local Broomfield legend.

10 resident stories are then selected and paired with an artist who bring the story to life via their unique creation, which is later displayed throughout a variety of public events, pop-ups, and exhibitions. Additional resident stories are archived into an oral histories collection to be used for education and curriculum development related to the history of the Broomfield.

Example 2: La Raza Park Community Mural

Denver, Colorado

During Denver Arts Week 2021, local organizations NINE dot ARTS and Think 360 Arts for Learning partnered to implement a community art project that would honor the history of the Chicano movement, particularly in the Northside neighborhood, home of the local La Raza Park. Once entitled Columbus Park, the renaming of this neighborhood gem and the celebration that followed honored the park's history as an important gathering place during the Chicano rights movement in the 1970s. It was through this participatory painting project that community members learned the history behind La Raza Park and the longstanding activism of the neighborhood's Chicano residents and ancestors.

The project started by inviting local artist Tony Ortega to create an initial mural design, which was then brought to life during days of community-engaged activities. Over several weeks, Tony led students at Fred N. Thomas Career Education Center Early College through the painting process, teaching both artistic technique and La Raza Park's history. Additionally, local organizations hosted a Northside Community Painting Day where community members could add their own contributions to the mural, meanwhile hearing from Tony and other Chicano residents about the stories behind their brushstrokes.

The unveiling ceremony for the mural was open to the public and included remarks about the meaning behind the art, traditional Mayan blessing led by community leaders, and live music. The mural is now installed on private property but is publicly accessible and can be seen from blocks away, forever honoring "la raza" – "the people."

Documentation

The following list of documents support the City of Sunrise Public Art Program. Copies of these documents are stored on the City's internal shared drive. They are provided as reference templates for City staff to adapt as needed for program administration, artist contracting, and artwork acquisition:

Templates / Reference Documents

- Artist Screening & Evaluation Guide
- Contract for Commission and Purchase of Public Art
- Artwork Donation Agreement
- Artwork Purchase Order

CITY OF SUNRISE
FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: Appointment

Item Number: 7B **Meeting Date:** 2/24/2026

City Reference Number (C#): C26045

Item Description:

A Resolution of the City of Sunrise, Florida, appointing a member to the Accessibility, Inclusion and Mobility Advisory Board and identifying the Members' Preferred Disciplines/Categories; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

Funding:
001.10.10.511.504903 - Boards

Amount:
$350.00 - FY 2026

ATTACHMENTS:

ATY Resolution - C26045
2026 Applicant Summary List AIM_2.10.26

LILACH KARO_APPLICATION
2026 ADVISORY BOARD ROSTER AIM

Background:
On December 9, 2025 the City Commission as a body appointed 10 of 11 members to the Accessibility, Inclusion, and Mobility (AIM) Advisory Board, for a one-year term beginning January 1, 2026. Currently there is one vacancy on the board. The new board member will begin the term immediately and the term will end on December 31, 2026.

One application was received from Ms. Lilach Karo, who meets the appointment category of:

- social service providers involved in or impacting issues related to accessibility, inclusion and mobility issues.

Notification about board openings included advertisements placed in the Sunrise Source, the City's website, and other social media outlets.

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, APPOINTING A MEMBER TO THE ACCESSIBILITY, INCLUSION AND MOBILITY ADVISORY BOARD AND IDENTIFYING THE MEMBER'S PREFERRED DISCIPLINES/CATEGORIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-250.11 of the Code of the City of Sunrise provides for the Accessibility, Inclusion, and Mobility Advisory Board (Board), to consist of eleven (11) members in preferred disciplines/categories; and

WHEREAS, the City Commission appointed ten (10) members to the Board on December 9, 2025, leaving one (1) vacancy to be filled; and

WHEREAS, after extensive notification and advertising, one application was submitted for consideration for placement on this Board; and

WHEREAS, the City Commission has reviewed the application and is ready to appoint a member to this Board.

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

Section 1. Pursuant to Section 2-250.11 of the Code of the City of Sunrise, Florida, the following applicant is hereby appointed to become member of the Accessibility, Inclusion, and Mobility Advisory Board in the disciplines/categories identified below effective immediately, for a term ending December 31, 2026, and until their successor is appointed:

Name of Member	Discipline/Category	Sunrise Resident
1.		

Section 2. Pursuant to Section 2-78 of the Code of Ordinances of the City of Sunrise, Florida, and Resolution No. 08-152, as amended, voting members of City of Sunrise Boards shall be reimbursed for expenses incurred in connection with board business at a rate of fifty dollars ($50.00) per meeting attended, not to exceed twelve (12) such reimbursements during each fiscal year.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

2026 AIM APPLICANT FLOW CHART

NEW APPLICATIONS					
KARO, LILACH	5100 N. Nob Hill Road SUNRISE, FL 33351	954-604-3854	LILACH@JAFCO.ORG	Social service provider involved in or impacting issues related to accessibility, inclusion and mobility.	AIM

Application Form

Profile

Prefix	First Name	Last Name
	Lilach	Karo

5100 N. Nobhill rd
Home Address

Suite or Apt

Sunrise
City

FL
State

33351
Postal Code

lilach@jafco.org
Email Address

Mobile: (954) 604-3854
Primary Phone

Alternate Phone

Current or Former Employer

JAFCO

Director of Volunteer and Community Engagement
Job Title

Duties

*Creating and managing programs for our young adults community. *Educating the community about Jafco as a resource *Representing the organization *Coordinating events *Public relations *Managing the Ability at Work program / adults program *Parents events

Years Employed

2024

Do you have a contract with the City of Sunrise or are you a vendor? *

☑ Yes

Do you work with a company that has a contract with the City of Sunrise? *

☑ No

Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? *

☑ Yes

Which Boards would you like to apply for?

Accessibility, Inclusion, and Mobility Board: Submitted

Which of the boards you selected above is your first choice? *

☑ Accessibility, Inclusion, and Mobility Board

Question applies to Accessibility, Inclusion, and Mobility Board

I am a... *

☑ None of the Above

Question applies to Accessibility, Inclusion, and Mobility Board

I am affiliated to the following type of organization *

☑ Social service provider involved in or impacting issues related to accessibility, inclusion, and mobility issues\,

Briefly describe why you would like to serve on this advisory board:

I believe that I can bring a variety of perspectives, to help plan and include divers group with my experience. I also believe that working at JAFCO as the community Outreach can help with the networking in the community. We share the same goal. I would love to serve on the advisory board.

Describe the qualifications, skills and abilities you possess that would directly benefit this board:

-Experience with Developmental disabilities and diversity -Understanding of accessibility -Communication representation -Creativity

List your education background and area of study:

BS in Business and Hospitality MA in Education

Describe your involvement in the Sunrise community:

Sunrise Organization

JAFCO Children ability center

Number of Years

1

Office(s) Held/Responsibilities

Engagement and Outreach Coordinator

Sunrise Organization

Sunrise swim team

Number of Years

2

Office(s) Help/Responsibilities

Timer

Are you a resident of the City of Sunrise?

○ Yes ◉ No

Are you a resident of Broward County?

◉ Yes ○ No

Are you a citizen?

◉ Yes ○ No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

How many hours per month are you willing to commit as a volunteer?

10

If you are not appointed to a board at this time . . . .

Would you like to be considered for appointment to a board if a vacancy occurs?

◉ Yes ○ No

Lilach Karo

ACKNOWLEDGEMENT:

I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

☑ I Agree

Lilach Karo

2026 Accessibility, Inclusion, and Mobility Board

Meeting Information: 4th Thursday of the month at 5:30 p.m.
City Hall - Everglades Conference Room
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Board Liaison: Sean Dinneen - Assistant City Manager - 954-746-3438
Board Secretary: Paige Stanish - 954-746-3440
11 - Member Board

NAME:	ADDRESS:	TELEPHONE:	EMAIL ADDRESS:	DISCIPLINE:
Francis Castro	12271 NW 30th Street Sunrise, FL 33323	954-699-8255	fsanc19@gmail.com	Family member of disabled person, Advocacy group dedicated to and/or support of AIM and their families
Carol Coleman	2401 NW 60 Terrace Sunrise, FL 33313	754-779-2197	carol.colemant28@gmail.com	Public education employee or representative
Stuart Dobro	2955 NW 126th Avenue Unit 5-108 Sunrise, FL 33323	786-417-3353	stugotz65@gmail.com	Disabled individual, mobility-challenged individual
Virginia Donofrio	3955 NW 122nd Terrace Sunrise, FL 33323	754-234-1614	donofriovirginia@gmail.com	Family member of disabled individual or mobility challenged person, Healthcare industry employee or representative
Ryan Gebauer	9881 NW 37 Street Coral Springs, FL 33065	954-696-7204	rmgebauer@gmail.com	Disabled individual, mobility-challenged individual, Advocacy group dedicated to and/or support of AIM and their families; healthcare industry employee or representative
Ernesto Hernandez	2503 N Nob Hill Road Apt. # 410 Sunrise, FL 33322	954-513-8322	erniehr91@gmail.com	Disabled individual, mobility-challenged individual
Essa Kennedy	2420 N. Pine Island Road Sunrise, FL 33322	954-873-4609	kennedyessa@gmail.com	Public education employee or representative
Catherina Rozario	11411 NW 38 Place Sunrise, FL 33323	954-740-1282	keyarozario@gmail.com	Public education employee or representative
Vacant				
Amanda Walch	11431 NW 33rd Street Sunrise, FL 33323	954-756-0190	awalch005@gmail.com	Family member of disabled individual or mobility challenged person; Social service provider involved or impacting issues related to accessibility, inclusion, and mobility; healthcare industry employee or representative
Allen Zielnik	2901 NW 126th Avenue # 2-222 Sunrise, FL 33323	773-294-1597	allenzielnik@yahoo.com	Disabled individual, mobility-challenged individual

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12A **Meeting Date:** 2/24/2026

City Reference Number (C#): C25247

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, adopting an Amended 10-year Water Supply Facilities Work Plan and amending the City of Sunrise Comprehensive Plan to strengthen coordination between water supply and Local Land Use Planning by amending the infrastructure, conservation, capital improvements, and intergovernmental coordination elements; providing for transmittal of this Ordinance and the Comprehensive Plan Amendments to the Florida Department of Commerce and other units of Local Government and Governmental Agencies as required under Chapter 163, Part II, Florida Statutes; providing for adoption pursuant to Section 163.3184(3), Florida Statutes; providing for inclusion in the City of Sunrise Comprehensive Plan; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 10/14/2025 Passed 5-0).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25247
Exhibit A - Infrastructure Element
Exhibit B - Conservation Element
Exhibit C - Capital Improvements Element
Exhibit D - Intergovernmental Coordination Element
10 Year Water Supply Facilities Work Plan - Update 2026
Display Ad
Legal Ad

Background:
The 2023-2024 Lower East Coast Water Supply Plan Update was approved by the South Florida Water Management District's Governing Board on September 12, 2024. This plan is typically updated every five years to assess projected water demands and potential sources of water for the period of 2021 to 2045, and is used by local governments, water users, and utilities to update and modify the local governments associated plans.

Chapter 163, Part II, Florida Statutes, requires local governments to prepare and adopt a 10-Year Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves a regional water supply plan or its update. The City of Sunrise 10-Year Water Supply Facilities Work Plan – 2025 Update identifies the development of traditional and alternative water supplies and management strategies, including conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period.

This item is to adopt both the City of Sunrise 10-Year Water Supply Facilities Work Plan – 2025 Update and amend the City of Sunrise's Comprehensive Plan for compliance with the 2023-2024 Lower East Coast Water Supply Plan Update and Florida Statutes. The proposed amendments are to the Infrastructure, Conservation, Capital Improvements, and Intergovernmental Coordination Elements of the City's Comprehensive Plan and are attached as exhibits to the proposed Ordinance. The amendments include adjustments to the demand of wastewater and potable water on a daily basis calculated in accordance with South Florida Water Management District methodology. Amendments also include updates to various verbiage for clarification of policies. The data and analysis to support the proposed amendments are also provided in the attached City of Sunrise 10-Year Water Supply Facilities Work Plan – 2025 Update.

Subject to City Commission approval of this Ordinance, City staff will transmit the Work Plan and the amended Infrastructure, Conservation, Capital Improvements, and Intergovernmental Coordination Elements of the City of Sunrise's Comprehensive Plan to the Florida Department of

Commerce and other governmental agencies as required under Chapter 163, Part II, Florida Statues.

2nd Reading Update

Subsequent to the City Commission approval of the first reading on October 14, 2025, staff transmitted the Work Plan and the amended Infrastructure, Conservation, Capital Improvements, and Intergovernmental Coordination Elements of the City of Sunrise's Comprehensive Plan to the Florida Department of Commerce and other governmental agencies as required under Chapter 163, Part II, Florida Statues.

Minor comments were received by South Florida Water Management District (SFWMD) regarding clarification on a few projects. These comments have been addressed to the satisfaction of SFWMD.

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

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:

Shannon Ley, P.E., Director of Community Development
(954) 746-3288

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE CITY OF SUNRISE COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE INFRASTRUCTURE, CONSERVATION, CAPITAL IMPROVEMENTS, AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE AND THE COMPREHENSIVE PLAN AMENDMENTS TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER UNITS OF LOCAL GOVERNMENT AND GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF SUNRISE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167(9), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of the local Comprehensive Plan with the water management district's Regional Water Supply Plan; and

WHEREAS, the City of Sunrise recognizes the need for better integration between land use planning and water supply planning; and

WHEREAS, Section 163.3177(6)(c)4, Florida Statutes, requires that local governments update their 10-Year Water Supply Facilities Work Plan and amend their Comprehensive Plans within eighteen (18) months after the water management district approves a regional water supply plan or its update; and

WHEREAS, the City of Sunrise adopted its 10-Year Water Supply Facilities Work Plan and related Comprehensive Plan amendments by Ordinance No. 385-20-A on July 14, 2020; and

WHEREAS, the South Florida Water Management District updated and approved its Regional Water Supply Plan entitled "2023-2024 Lower East Coast Water Supply Plan Update" on September 12, 2024; and

WHEREAS, the City of Sunrise has reviewed and updated the adopted 10-Year Water Supply Facilities Work Plan and related Comprehensive Plan objectives and policies in order to comply with Florida law; and

WHEREAS, the South Florida Water Management District methodology was used to calculate the level of service and is consistent with the approved “2023-2024 Lower East Coast Water Supply Plan Update”; and

WHEREAS, the City of Sunrise has proposed amendments to the objectives and policies of the Infrastructure, Conservation, Capital Improvements, and Intergovernmental Coordination Elements of its Comprehensive Plan to support and implement its amended 10-Year Water Supply Facilities Work Plan; and

WHEREAS, the City Commission believes it is in the best interest of the public to adopt an update to the 10-Year Water Supply Facilities Work Plan and to include these amendments in the Comprehensive Plan; and

WHEREAS, the City Commission finds the proposed 10-Year Water Supply Facilities Work Plan and Comprehensive Plan amendments, as attached to this Ordinance, are in compliance with and consistent with Florida law and the Comprehensive Plan; and

WHEREAS, the City Commission, sitting as the Local Planning Agency, held a duly noticed public hearing on October 14, 2025, reviewed the proposed amended 10-Year Water Supply Facilities Work Plan and related Comprehensive Plan amendments, and recommended approval to the City Commission as the governing body of the City of Sunrise; and

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. Amendment of Infrastructure Element of the City of Comprehensive Plan. Volume 1 of the City of Sunrise Comprehensive Plan is hereby amended by amending Policies 1.1.1, 1.1.8 and 1.1.13 of the Infrastructure Element of the City’s

Comprehensive Plan, as provided in Exhibit “A,” which is attached hereto and made a part of this Ordinance.

Section 3. Amendment of Conservation Element of the City of Comprehensive Plan. Volume 1 of the City of Sunrise Comprehensive Plan is hereby amended by amending Policy 1.3.6 the Conservation Element of the City’s Comprehensive Plan, as provided in Exhibit “B,” which is attached hereto and made a part of this Ordinance.

Section 4. Amendment of Capital Improvements Element of the City of Comprehensive Plan. Volume 1 of the City of Sunrise Comprehensive Plan is hereby amended by amending Policies 1.2.1 and 1.2.3 of the Capital Improvements Element of the City’s Comprehensive Plan, as provided in Exhibit “C,” which is attached hereto and made a part of this Ordinance.

Section 5. Amendment of Intergovernmental Coordination Element of the City of Comprehensive Plan. Volume 1 of the City of Sunrise Comprehensive Plan is hereby amended by amending Policy 1.1.24 of the Intergovernmental Coordination Element of the City’s Comprehensive Plan, as provided in Exhibit “D,” which is attached hereto and made a part of this Ordinance.

Section 6. City staff is authorized to transmit certified copies of this Ordinance containing these proposed amendments and the proposed 10-Year Water Supply Facilities Work Plan to the Florida Department of Economic Opportunity, all other units of local government, and governmental agencies as required by Florida law for review after first reading of the Ordinance.

Section 7. The City Commission hereby adopts its amended 10-Year Water Supply Facilities Work Plan and these amendments to its Comprehensive Plan after second reading of this Ordinance.

Section 8. Inclusion in the Comprehensive Plan. It is the intention of the City Commission, and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the City of Sunrise.

Section 9. 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 10. 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 11. Effective Date. The Director of Community Development is directed to transmit this plan amendment to the Florida Department of Economic Opportunity and other required agencies, in accordance with the requirements of Chapter 163, Florida Statutes. This Ordinance shall become effective pursuant to Chapter 163, Part II, Florida Statutes.

PASSED AND ADOPTED upon this first reading this 14TH DAY OF OCTOBER, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
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

EXHIBIT "A"

D. INFRASTRUCTURE ELEMENT

Policy 1.1.1 The following level of service (LOS) standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

FACILITY	LEVEL OF SERVICE (LOS) STANDARD
Wastewater	Annual average daily flow shall not exceed 90 percent (90%) of design capacity of each treatment plant. The system shall maintain the capacity to collect, treat and dispose of ~~93~~ 92 gallons per person per day.
Potable Water	Annual average daily flow shall not exceed 90 percent (90%) of design capacity of the combined treatment plants. The system shall maintain the capacity to produce and deliver ~~102~~ 101 gallons per person per day. This LOS is calculated based on the methodology acceptable to South Florida Water Management District.

Policy 1.1.8 Monitor water usage for compliance with the City of Sunrise's ~~Consumptive~~ Water Use Permit.

Policy 1.1.13 The City of Sunrise hereby adopts by reference the 10-Year Water Supply Facilities Work Plan, prepared by Stantec Consulting Services, Inc., dated ~~January 2020~~ July 2025, for a planning period of not less than 10 years. The 10-Year Water Supply Facilities Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City of Sunrise Utility Service Area. The City shall review and update the Work Plan at least every five (5) years within eighteen (18) months after the governing board of the South Florida Water Management District (SFWMD) approves an updated Regional Water Supply Plan. Any changes affecting the 10-Year Water Supply Facilities Work Plan shall be included in the annual update to the Five Year Schedule of Capital Improvements to ensure consistency between the Infrastructure Element and the Capital Improvements Element.

EXHIBIT “B”

E. CONSERVATION ELEMENT

Policy 1.3.6 In order to protect and preserve the Biscayne Aquifer, the City of Sunrise will utilize alternative water supplies to supplement the City’s ~~consumptive use~~ Water Use permit water withdrawal allocation.

EXHIBIT “C”

G. CAPITAL IMPROVEMENTS ELEMENT

Policy 1.2.1 Wastewater: Annual average daily flow shall not exceed 90 percent (90 %) of design capacity until buildout. The system shall maintain the capacity to collect, treat and dispose of ~~93~~ 92 gallons per person per day.

Policy 1.2.3 Potable water: Average daily flow shall not exceed ninety percent (90%) of design capacity of the combined treatment plants. The system shall maintain the capacity to produce and deliver ~~102~~ 101 gallons per person per day.

EXHIBIT “D”

H. INTERGOVERNMENTAL COORDINATION ELEMENT

Policy 1.1.24 The City of Sunrise is committed to support the C-51 Reservoir Project, ~~identifying has identified potential demands from fifty (50) year population projections~~ through its Water Use Permit, and will participate in a collaborative process with Broward County, Fort Lauderdale and other willing cities in Broward, Palm Beach and Miami-Dade counties for delivery of this alternative water supply program of projects.

10-Year Water Supply Facilities Work Plan – 2026 Update

December 2025 - Final

Prepared for: City of Sunrise

Prepared by: Stantec Consulting Services, Inc.

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(*Remaining Section Intentionally Left Blank)*

1.0 CHAPTER 1- INTRODUCTION

The State of Florida has enacted legislation to strengthen the linkage between growth and water availability based on specific demands identified in the water supply planning process. This Ten-Year Water Supply Facilities Work Plan (Work Plan) has been prepared for the City of Sunrise (City), located within Broward County (County). It has been prepared in response to the requirements for local governments to incorporate the Work Plan into the Comprehensive Plan. Local governments are required to revise the "Affected Elements" of their Comprehensive Plan within 18 months after the date their Regional Water Supply Plan is adopted, along with a submittal for Comprehensive Plan Amendments for review by the appropriate reviewing agencies.

1.1 BACKGROUND

Beginning in 2002 and continuing through the passage of the Community Planning Act in 2011, the State of Florida enacted legislation to address the State's water supply needs. The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 of the Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans (RWSPs) prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between Regional Water Supply Planning and local land use planning.

The Rule 9J-5, Minimum Criteria for Review of Local Government Comprehensive Plans and Plan Amendments, Evaluation and Appraisal Reports, Land Development Regulations and Determinations of Compliance, Florida Administrative Code (FAC) was repealed in 2011 as part of the changes to Chapter 163, F.S.

The 2023-2024 Lower East Coast Water Supply Plan Update (2024 LECWSP Update) was prepared by the South Florida Water Management District (SFWMD) and approved by the District's Governing Board on September 12, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated Ten-Year Water Supply Facilities Work Plan and related planning elements by March 12, 2026.

As a result, local governments located within an area that has a Regional Water Supply Needs and Sources Plan, must prepare a Ten-Year Water Supply Facilities Work Plan (Work Plan) that ensures linkage between the Regional Water Supply Plan and their individual Comprehensive Plans. Each Work Plan is required to address infrastructure, conservation, capital improvements, and intergovernmental coordination in addition to water supplier coordination.

Please see **Appendix A**; Growth Policy; County and Municipal Planning; Land Development Regulation, Chapter 163, F.S. Related to Water Supply Planning, provides a summary of regulatory requirements that impact local governments and their water supply planning efforts.

The 2024 LECWSP Update identifies regional water supply issues that continue to influence the water supply planning efforts, the regional water supply planning issues that impact the City of Sunrise, along with the City's efforts to address these issues are listed below:

- Climate change – The City of Sunrise, along with its municipal neighbors, understands the need for water utilities and local governments to begin to formalize a coordinated approach to integrate water supply and climate change considerations and work to provide relevant updates to the Ten-Year Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan.

- Regional Water Availability (RWA) Rule February 6, 2007 – The RWA limits the water withdrawals from the Biscayne Aquifer to the maximum quantity during five consecutive years preceding April 2006. Subsequently, the City's Water Use Permit limited the City's Biscayne Aquifer withdrawal to 34.09 MGD on an annual average day basis. Demands in excess of this amount would need to be met by conservation and alternative water supplies.

- Construction of additional storage systems – The C-51 Reservoir project captures stormwater in the wet season and releases it during the dry season to recharge the Biscayne Aquifer. The City of Sunrise is one of the participating utilities that has executed an agreement with Palm Beach Aggregates (PBA). The operation of the reservoir has been handled by C-51 Reservoir Inc. since October 2023.

- Expanded use of reclaimed water to meet future water supply demands - In 2011 and 2012, the City performed a feasibility assessment in terms of offsetting non-potable groundwater withdrawals to increase the availability of the Biscayne Aquifer for potable water supply purposes. The City completed 0.99 MGD of reuse facility at Southwest WRF in 2010. The Construction of the first phase of the 2 MGD Reuse facility at the Sawgrass WWTP was completed in 2019. The City also completed construction of Reuse pipeline Phase I to make reclaim water available to the Sawgrass Corporate Parkway area in 2020.

- Planning and wellfield management to prevent undesirable changes in Floridan Aquifer water - According to the 2018 LECWSP Update, public water supply utilities in the LEC Planning Area are proposing substantial increases in FAS development over the planning horizon. Increased utilization of the FAS will tend to increase the risk of water quality degradation. The City has recognized the risks of changes in water quality and quantity in FAS since the construction of the Floridan well at Melaleuca site. The City's 2008 Water Use Permit (WUP) had allocation at Park City but considering the close proximity to the Town of Davie's Floridan wells, the City proactively shifted the two Floridan wells and constructed these wells at the Sawgrass Corporate Parkway.

The City of Sunrise has adopted policies in its comprehensive plan to promote greater water conservation, including use of reclaim water and discouragement of the use of potable water for irrigation, continuous monitoring of water use within limiting conditions of the Water Use Permit, adopting a level of service consistent with the SFWMD's LEC Water Supply Plan, collaborative projects with neighboring utilities for sharing strained water natural resources, and discouraging excessive water used for construction purposes. The City has replaced many of its plant and system meters to improve water accounting. The City is in the process of installing Advanced Meter Infrastructure (AMI) throughout the service area to proactively perform Water Demand Management, identify unaccounted for water loss, control water loss resulting from leaks, and lower the non-revenue water.

The City continues to participate in collaborative programs and partnerships with the SFWMD, Broward County and other local utilities for ensuring best management of the regional water supplies, the C-51 Reservoir Operations collaboration, the Broward County Conservation Pays program, Broward County's Naturescape Irrigation Service program, the Southeast Florida Utilities Council, and the National Water Reuse Association and participates in the Broward County Water Matters Day, the City's Earth Day, the Climate Change Summits and other conservation events.

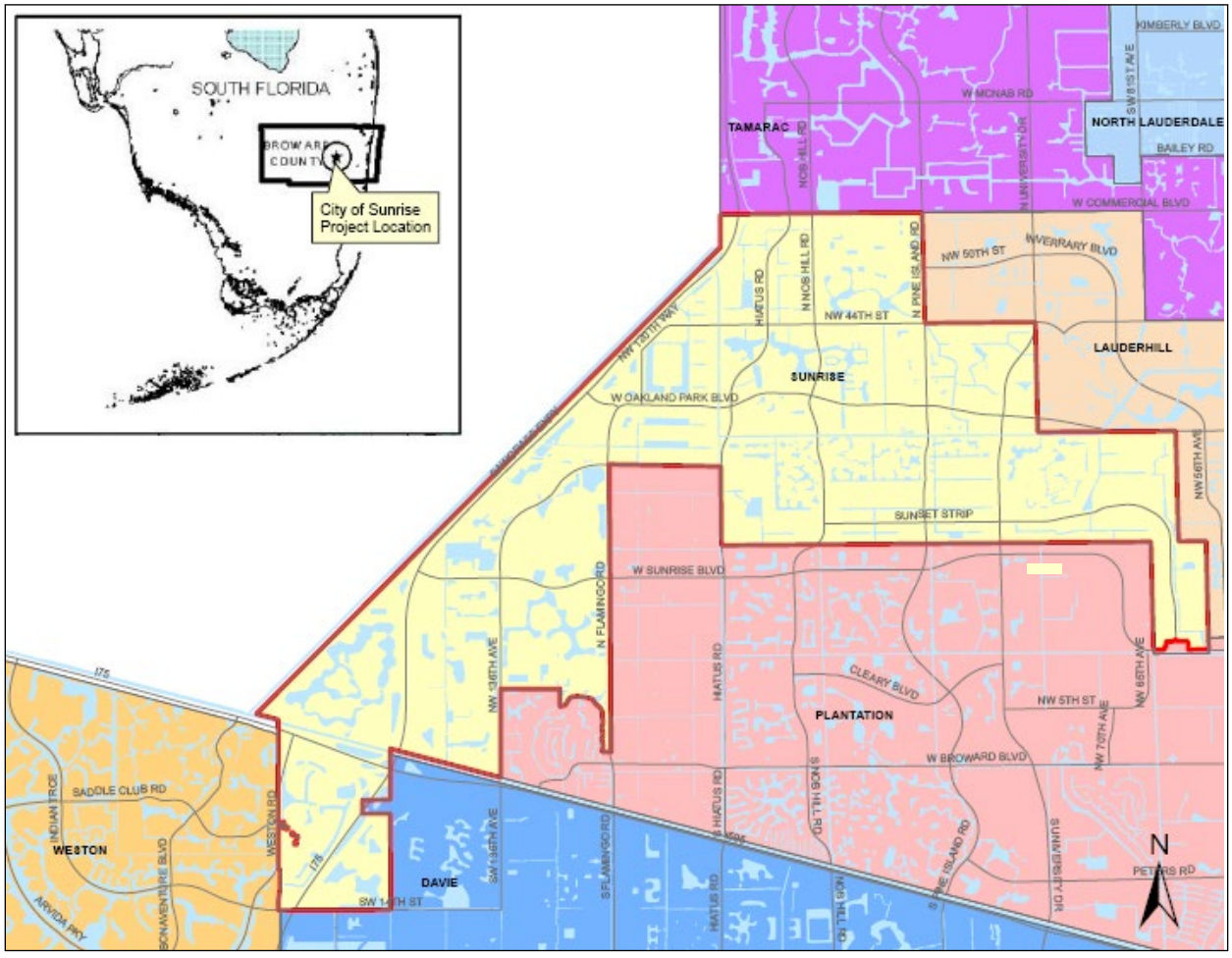
1.2 PURPOSE

The purpose of this Work Plan is to assess the City's current water sources, associated facilities, evaluate their adequacy to meet the projected raw and treated water demands, to develop and adopt a Comprehensive Plan amendment that must include updates to the Work Plan [as outlined in Section 163.3177(6)(c)3., F.S.], and be consistent with the water resource and water supply development projects listed in the 2024 LECWSP Update. The Work Plan must also cover at least a 10-year planning period and identify alternative and traditional water supply development as well as conservation and reuse projects needed to meet the City's projected future demands. The Work Plan will outline alternative water supply sources required to meet projected shortfalls and will present an implementation plan that will guide the City's efforts to develop and maintain sustainable water sources for its overall service area. The work plan will identify the major capital improvements needed for alternative water supply needs and will be incorporated into the City's five-year Capital Improvements Plan (CIP). Development of this Work Plan required coordination between the City's Community Development Department and Utility Department, the South Florida Water Management District (SFWMD), and each of the water receiving local governments in the City's service area (City of Sunrise, Town of Davie, City of Weston, and Town of Southwest Ranches). As required, it is anticipated that this Work Plan will be updated every five years, or within 18 months of a revision to the LECWSP Update.

2.0 CHAPTER 2- WATER SERVICE AREA

2.1 INTRODUCTION

The City of Sunrise, which is located in Western Broward County, was incorporated in 1961. As development grew in the area, private water systems located inside and outside the City Limits were acquired and assembled to become part of the regional water service area. Over time, the water service area expanded to encompass an area of more than 67 square miles. The City's municipal boundary map is shown in **Figure 2-1.**



(Source: City of Sunrise, 2020 WSFWP)

Figure 2-1. City of Sunrise Location Map

2.2 WATER SERVICE AREA

The Utility provides water service to approximately 236,400 people, and as described below, serves jurisdictions outside of the City of Sunrise municipal boundary. The City's Utility service area is bounded by Plantation and Lauderhill utility service areas to the South and East, the Tamarac service area to the North, and the Davie, Cooper City, and Pembroke Pines service areas to the South. The Western boundary of the service area adjoins the South Florida Water Management District (SFWMD) Water Conservation Areas 2B and 3A. The extent of the existing utility service area is shown in **Figure 2-2**. The City of Sunrise municipal limits do not have any areas that are on domestic self-supply system.

2.3 SERVICE WITHIN OTHER LOCAL GOVERNMENT JURISDICTIONS

The City of Sunrise's Utility is currently the sole water service purveyor for the Cities of Weston and Sunrise. It also serves approximately 40 percent of the area encompassed by the Town of Southwest Ranches, roughly 60 percent of the area of Town of Davie, and four individual homes in unincorporated Broward County, as listed in **Appendix G**.

The City is responsible for planning, financing, constructing, operating, and maintaining the water utilities and public water supply systems that serve the areas shown within **Figure 2-2** and will continue to have total responsibility over the withdrawal, treatment, and distribution of potable water within this area. Currently, a portion of the Southwest Ranches area and Unincorporated Broward County uses private wells and septic systems. This area could potentially become part of the City's future retail service area. **Figure 2-3** shows the potential Future Service Area.

2.4 PRIVATE SUPPLIERS

Non-municipal water service providers are required to have Water Use Irrigation Permits, Major General Water Use Irrigation Permits, Individual Permits, or Major Water Use Permits issued by SFWMD. Permits are issued to allow users to withdraw a specified amount of water, either from the ground, canals, lakes or rivers. This water is typically used to irrigate golf courses, crops, nurseries, residential landscaping or for industrial uses.

Individual users withdrawing Biscayne Aquifer water within the City are identified in **Figure 2-4**. The City of Sunrise Utility does not have any involvement in the planning, financing, construction, or operation of the facilities of SFWMD permittees or self-supplied users except for the City-owned golf course (The Bridges at Springtree Golf Course) and municipal green space. The City of Sunrise's water utility is responsible for obtaining the City's Bridges at Springtree Golf Course water use permit, which withdraws water from two onsite canals.

Appendix B includes an inventory list of potable and non-potable water service providers in addition to self-supplied individuals that are mapped in **Figure 2-4**.

The City of Sunrise and City of Weston municipal limits have no areas on domestic self-supply system. There are five individual users in Town of Davie and three individual users in Town of Southwest Ranches that are within the existing service area and are on domestic self-supply system. Additionally, there are eleven individual users in Town of Southwest Ranches that are considered to be in the future service area, which are on domestic self-supply system.

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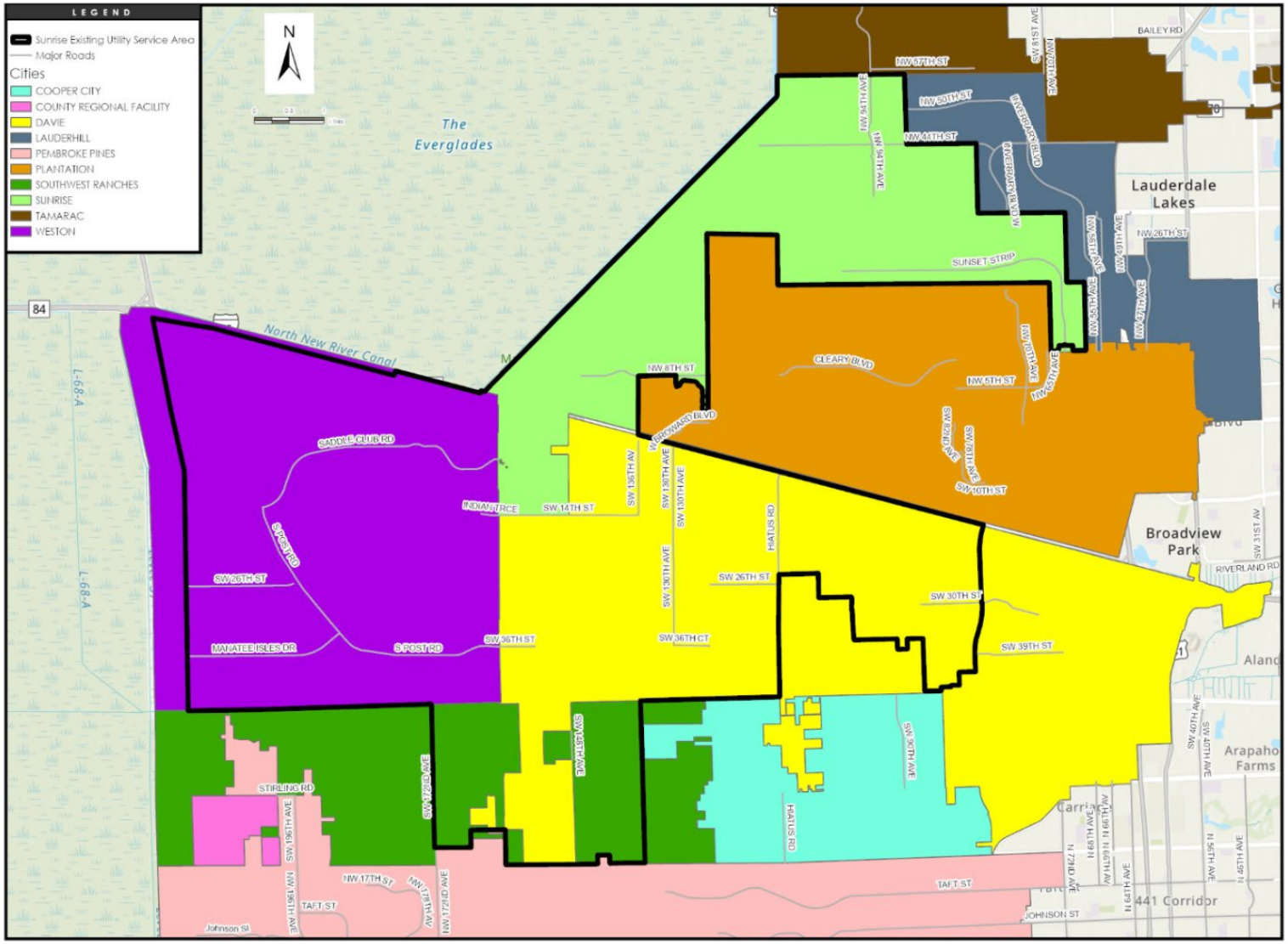
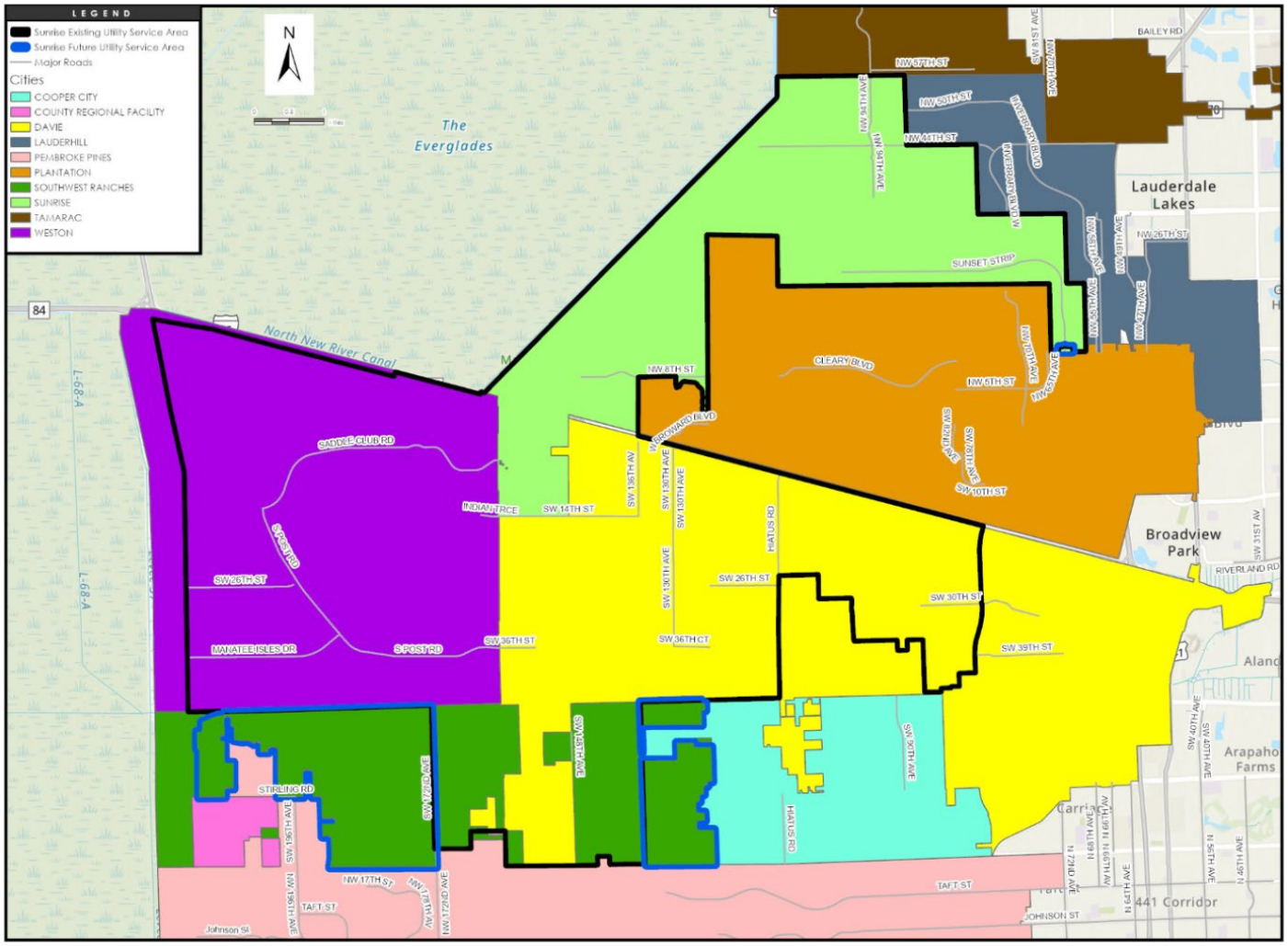


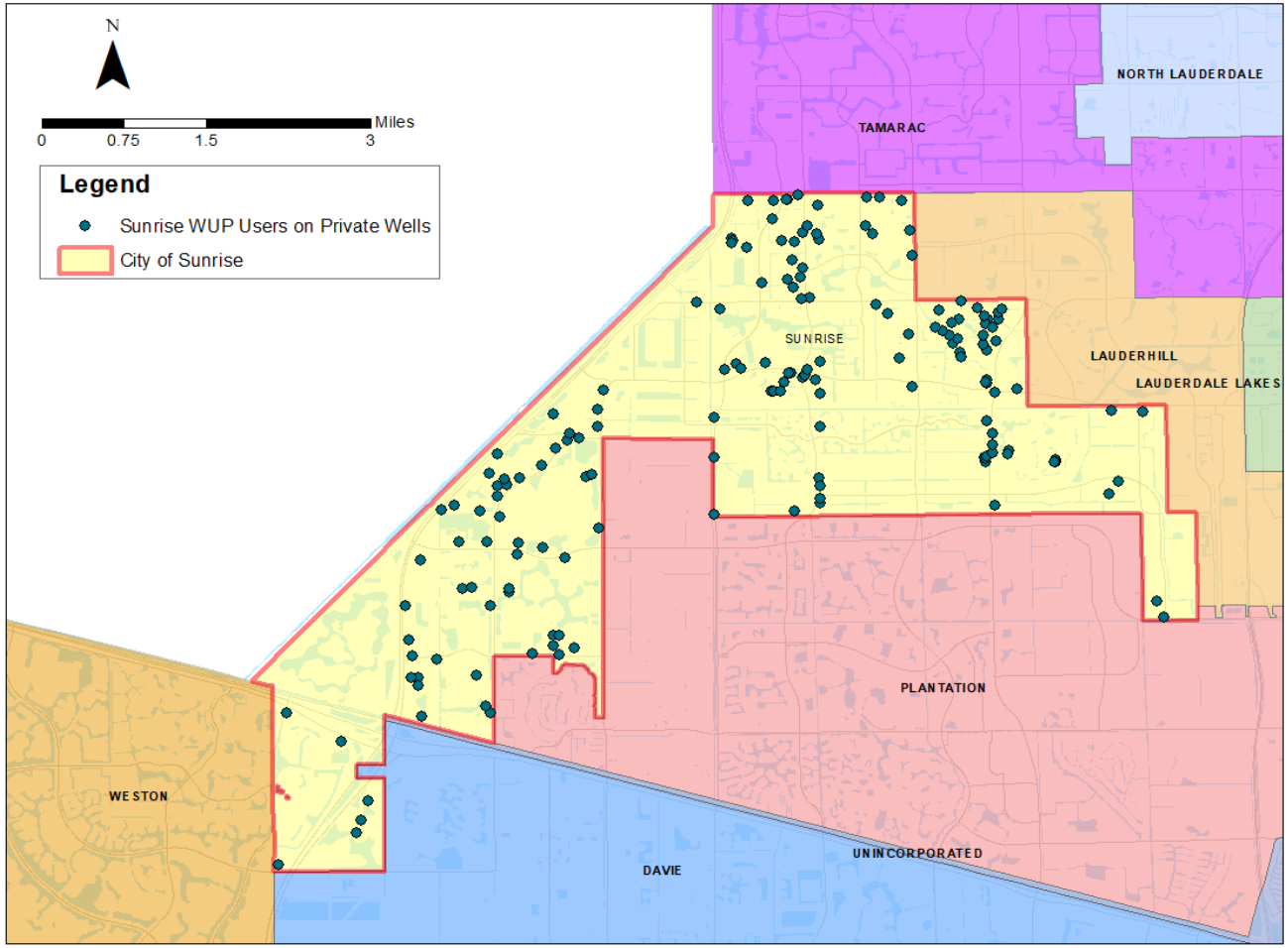
(Source: City of Sunrise, 2025)

Figure 2-2. City of Sunrise Utilities Existing Water Service Area



(Source: City of Sunrise, 2025)

Figure 2-3. City of Sunrise Utilities Future Water Service Area



(Source: City of Sunrise, 2020 WSFWP)

Figure 2-3. Potable and Non-Potable Users within City of Sunrise

3.0 CHAPTER 3 – EXISTING WATER SUPPLY, TREATMENT, STORAGE AND TRANSMISSION, AND DISTRIBUTION FACILITIES

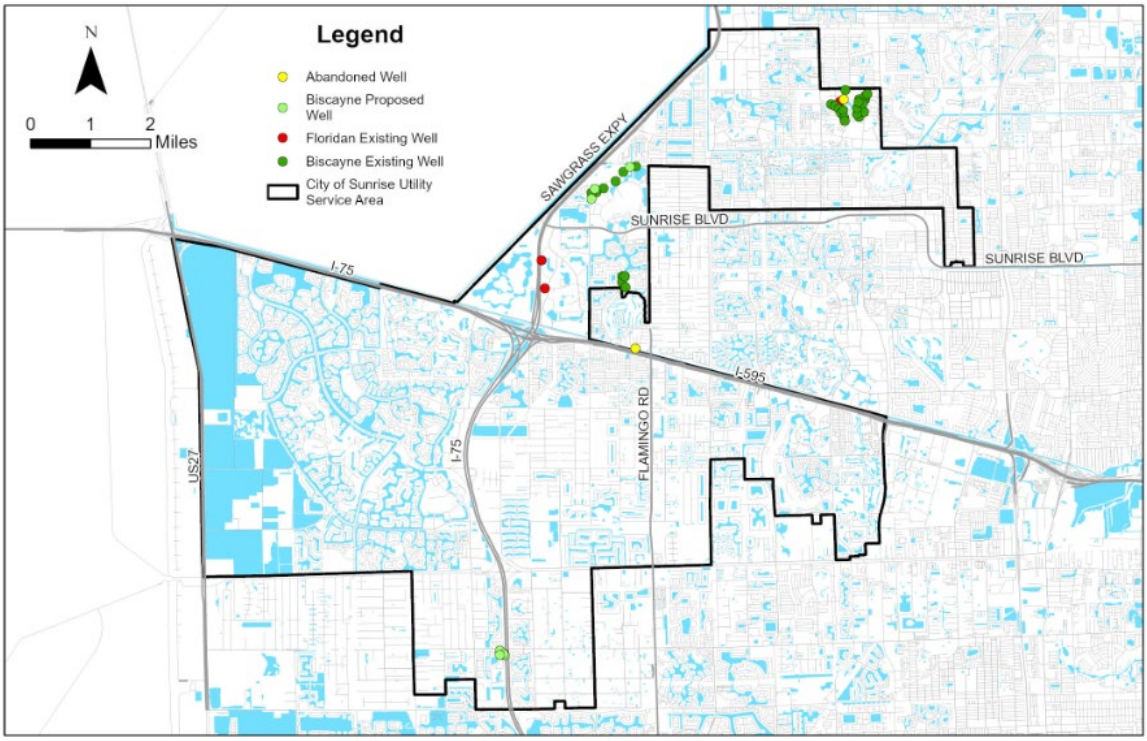
3.1 INTRODUCTION

This section provides an overview of the City's water supply system, water treatment facilities, and transmission and distribution system.

The City of Sunrise water supply system includes four active wellfields, and three water treatment plants. Since the last Work Plan Update 2020, the remote storage and re-pump facility at Indian Trace and Floridan Reverse Osmosis (RO) water treatment process with Floridan supply well (formerly known as Aquifer Storage and Recovery (ASR) well) at the Springtree Water Treatment Plant (WTP) have been deactivated. The Utility's water transmission and distribution system includes approximately 750 miles of water mains ranging from 8 to 48 inches in diameter. The City currently has emergency interconnections with the Town of Davie, the City of Plantation, the City of Pembroke Pines, and Cooper City.

3.2 WATER SUPPLY FACILITIES

The City of Sunrise Utilities water supply system withdraws from the Biscayne Aquifer. The Biscayne Aquifer facilities have a constructed capacity of 60 MGD with a permitted water use allocation of 34.02 MGD (including C-51 Reservoir allocation), and a maximum yearly withdrawal of 11,961.72 MG. The City has a current Floridan aquifer allocation of 2.00 MGD, however, existing Floridan Aquifer treatment processes (reverse osmosis) are being converted to Biscayne processes (nanofiltration). The City currently operates the following four wellfields: Springtree, Sawgrass (Arena), Sawgrass (Flamingo Park), and Southwest. The Melaleuca and Park City wellfields have been decommissioned. The ASR/Floridan well at Springtree has been decommissioned. The Biscayne and Floridan wellfield locations are shown in **Figure 3-1**. The Sawgrass and Springtree facilities and wellfields each supply about 97 percent of the entire system demand, while the remaining 3 percent is provided by the Southwest facility. **Table 3-1** presents the capacity of the Biscayne wellfields and **Table 3-2** presents the capacity of the Floridan wellfields that supply each facility. City of Sunrise well description is provided in **Appendix F**.



(Source: City of Sunrise, 2025)

Figure 3-1. Biscayne and Floridan Wellfield Locations

Table 3-1. Biscayne Wellfield Capacity

Wellfield Location	WP Served	Total Installed Capacity (MGD)	Total Installed Firm Capacity (MGD)
Springtree	Springtree	25	23
Sawgrass (Arena)	Sawgrass	18	15
Flamingo Park	Sawgrass	15	11
Southwest	Southwest	3	2
TOTAL		**60**	**50**

(Source: City of Sunrise, 2025)

Table 3-2. Floridan Wellfield Capacity

Wellfield Location	WTP Served	Total Installed Capacity (MGD)	Total Installed Firm Capacity (MGD)
Springtree*	Springtree	2	0
Sawgrass	Sawgrass	6	3
Melaleuca*	Sawgrass	3	0
TOTAL		**11**	**3**

*Melaleuca and Springtree are currently not in service. Sawgrass and Melaleuca Floridan wells do not have permitted water allocation per the current WUP.

(Source: City of Sunrise, 2025)

3.2.1 Springtree Wellfield

3.2.1.1 Biscayne Aquifer Wells

The Springtree wellfield is located at 8350 Springtree Drive on the City's Bridges at Springtree Golf Course. The wellfield consists of a total of 26 production wells with 17 wells in operation, two wells on standby, and seven wells that have been abandoned. This Biscayne Aquifer wellfield has a total installed pump capacity of 25.4 MGD.

3.2.1.2 Floridan Aquifer Wells

The Springtree wellfield consisted of one Floridan/ASR well with a raw water Floridan allocation of 2.0 MGD. This well is no longer in service and has been abandoned due to water quality issues.

3.2.2 Sawgrass Arena Wellfield

3.2.2.1 Biscayne Aquifer Wells

The Sawgrass wellfield is located adjacent to the Amerant Bank Arena at One Panther Parkway in Sunrise, West of NW 136th Avenue and East of the Sawgrass Expressway (State Road 869). This wellfield was constructed in 1998 and is comprised of six Biscayne wells with a total pump capacity of 18 MGD. This wellfield supplies raw water to the Sawgrass WTP.

3.2.2.2 Floridan Aquifer Wells

Two additional Floridan wells were constructed in 2013 in the Sawgrass Corporate Park. These wells are located West of International Parkway and East of Sawgrass Expressway (State Road 869). One well is located in the median of NW 8th Street, while the other is located adjacent to 1340 Concord Terrace, Sunrise, and South of Sunrise Boulevard. The wells are not yet equipped with pumps. The City has also installed raw water mains from the wells to the treatment plant for future use of this source.

3.2.3 Sawgrass Flamingo Park Wellfield

The Sawgrass Flamingo Park wellfield is located at 12855 NW 8th Street, Sunrise. The wellfield consists of four existing wells with a total raw water capacity of 15 MGD. These wells also supply raw water to the Sawgrass WTP.

3.2.4 Sawgrass Melaleuca Wellfield

The Melaleuca wellfield is located at 12630 SW 2nd Street, Plantation. The Melaleuca wellfield has been abandoned for 24 years. There is also one abandoned Floridan aquifer well at this site.

3.2.5 Park City Wellfield

3.2.5.1 Biscayne Aquifer Wells

The Park City wellfield was located at SW 21st Street and Pine Island Road and was abandoned in 2012. This site consisted of seven (7) Biscayne Aquifer wells. The wellfield served the Park City Water Treatment Plant until 2002. The water treatment plant site was demolished in 2012.

3.2.5.2 Floridan Aquifer Wells

Park City wellfield previously had a Floridan allocation of 4.09 MGD in the 2008 WUP. The current WUP (2020) does not have an allocation for this wellfield. Floridan Aquifer well was not constructed at this site.

3.2.6 Southwest Wellfield

The Southwest wellfield is located at 15400 Watermill Road in Davie, South of Stirling Road, West of Interstate I-75 on the Southwest Water Treatment Plant site. The wellfield consists of three Biscayne Aquifer wells with a total raw water capacity of 3 MGD.

3.2.7 Water Use Permit Conditions

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Water Use Permit (WUP) pursuant to Part II of Chapter 373 of the Florida Statutes. The most recent WUP issued to the City by the SFWMD was in March 2020 and revised in October 2020. The current 2020 Permit No. 06-00120-W included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average Base Biscayne aquifer withdrawal of 29.09 MGD from the four wellfields and a maximum month withdrawal allocation of 981.75 Million Gallons per Month (MGM). Following the C-51 Reservoir Project being operational, the current permit allows a combined average Biscayne aquifer withdrawal of 34.09 MGD from the four wellfields and a maximum month withdrawal allocation of 1150.47 Million Gallons per Month (MGM). In addition to a system-wide maximum month allocation, the WUP also identifies a maximum day withdrawal for each wellfield as described in **Table 3-3**.

Table 3-3. WUP Biscayne and Floridan Wellfield Maximum Withdrawal

Wellfield Locations	Equivalent Annual Average Day (MGD)	Maximum Monthly Allocation (MGM)
Biscayne Wellfields		
Sawgrass Arena (only)	6.00	202.6
Sawgrass Flamingo Park (only)	11.31	381.65
Springtree*	15.70	529.78
Park City (decommissioned)	-	-
Southwest Facilities	1.08	36.44
Total**	**34.09**	**1,150.47**
Floridan Wellfields		
Sawgrass RO	**-**	**-**
Springtree RO	2.00	67.52
Park City RO	-	-
Total	**2.00**	**67.52**

* C-51 Reservoir Project Operational.

** Total withdrawal from all sources is limited to 11,961.72 MGY and 1,105.85 MG/MO. (Source: City of Sunrise Water Use Permit No. 06-00120-W)

3.3 WATER TREATMENT FACILITIES

The City of Sunrise currently operates three water treatment plants (WTPs) with a total permitted capacity of 51.5 MGD. The Springtree, Sawgrass, and the Southwest WTPs are currently active, while the Park City WTP was put out of service in 2003 and later demolished in 2012. **Figure 3-2** shows the location of the active WTPs. **Table 3-4** includes the treatment facilities design capacity, treatment facilities permitted capacity, and system-wide average-day treated water supply in 2024 from each active facility.

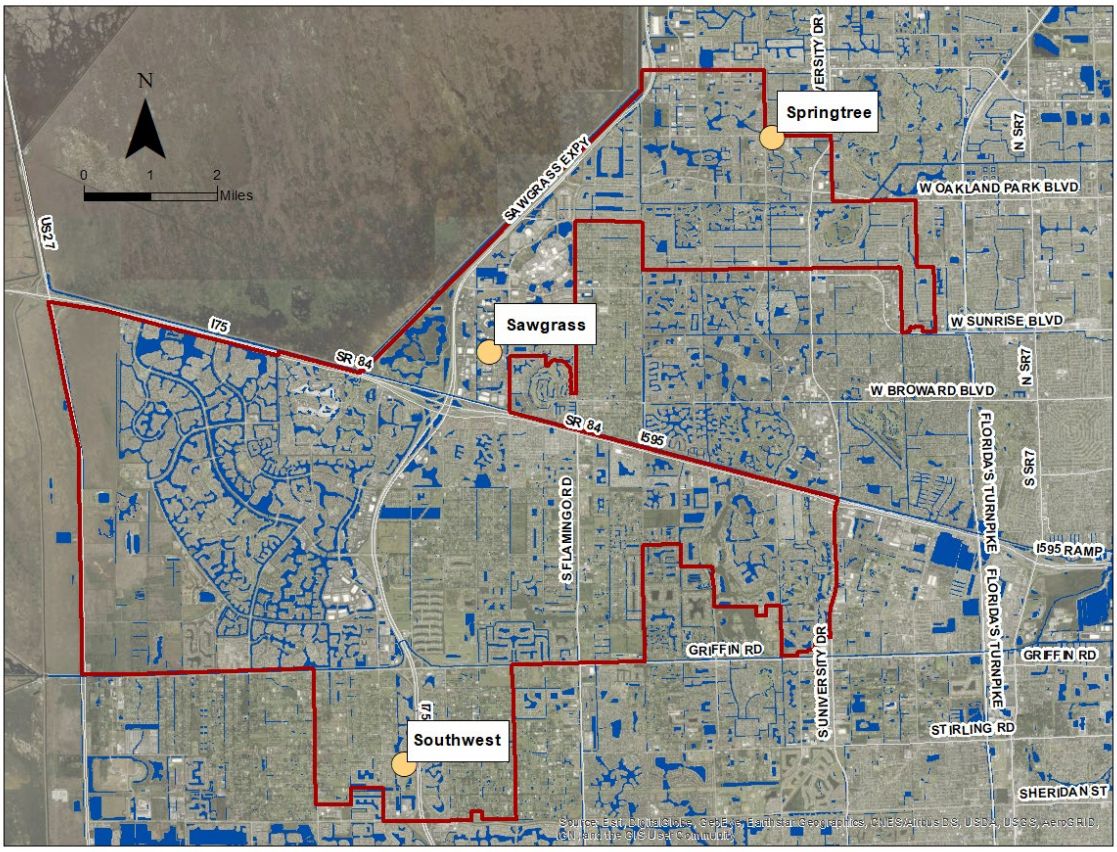
3.3.1 Springtree Water Treatment Plant

The Springtree WTP is located on a 20.6-acre site at 4350 Springtree Drive in Sunrise, located South of NW 44th Street and East of Springtree Drive. The water treatment facility includes a conventional lime-softening treatment facility and a reverse osmosis process. This facility has a total permitted treatment capacity of 25.5 MGD. Lime sludge residuals from the softening process are pumped to a lime sludge recovery process where a percentage of water is recycled back to the lime softening units, conserving additional water. The 1.5 MGD capacity reverse osmosis treatment facility is in the process of being retrofitted and expanded to nano-filtration for treating Biscayne aquifer water with an ultimate capacity of 3.40 MGD.

3.3.2 Sawgrass Water Treatment Plant

The Sawgrass WTP, located at 14150 NW 8th street in Sunrise, within the Sawgrass Corporate Park, was constructed in 2000 and expanded in 2003. The plant uses nanofiltration membranes as

the primary treatment process, with post-treatment degasification and disinfection. The plant has been re-rated to a permitted treatment capacity of 24 MGD. The concentrate produced from the membrane softening process is pumped to an industrial deep injection well, located on site. In 2020, an Ion Exchange Plant was placed into service at Sawgrass WTP, providing a 3 MGD side stream that blends with membrane softened water. It helped reduce raw water losses observed through nanofiltration process around 15% resulting with an estimated 0.4 MGD finished water conservation.



(Source: City of Sunrise, 2020 WSFWP)

Figure 3-2. Water Treatment Plants Locations

3.3.3 Southwest Water Treatment Plant

The Southwest WTP was built in 1997 and is located at 15400 Watermill Road in Davie, near the intersection of Interstate 75 and Stirling Road. The water treatment facility was originally a conventional lime-softening treatment plant with a treatment capacity of 2 MGD. The treatment plant underwent a major rehabilitation and process improvement in 2021. The upgraded treatment plant includes lime softening, carbon dioxide addition for pH adjustment, and ion exchange treatment for organics removal with a treatment capacity of 2 MGD. Residual handling systems for this facility consist of one wash water recovery basin (Sav-All Tank) and two sludge lagoons.

Table 3-4. Water Treatment Facility Capacity

	Springtree WTP (MGD)	Sawgrass WTP (MGD)	Southwest WTP (MGD)	System Total (MGD)
Biscayne Treatment Permitted Capacity	24.0	24.0	2.0	50.0
Floridan Treatment Permitted Capacity	1.5	-	-	1.50
Treatment Capacity (Permitted) MGD	25.5	24.0	2.0	51.5
Ave Day Treated Water MGD	8.68	14.15	0.91	23.75

(Source: City of Sunrise, 2024)

3.4 WATER STORAGE FACILITIES

The three water treatment plants each have two groundwater storage tanks designed to buffer the water production process from the water distribution system. Additionally, the City has an off-site storage facility at Indian Trace. This facility has not been used since 2022. **Table 3-5** lists the storage capacity at each location, and **Figure 3-3** shows the location of the storage tanks.

Table 3-5. Storage Capacity

Facility	Capacity (MGD)
Sawgrass	10.0
Springtree	9.0
Southwest Utilities	1.5
Weston (Indian Trace)*	0.0
Melaleuca*	0.0
Bonaventure*	0.0
Total	**20.5**

*Out of Service
(Source: City of Sunrise, 2025)

3.5 WATER TRANSMISSION AND DISTRIBUTION SYSTEM

A transmission network of 30- and 24-inch mains runs from the Springtree high service pumps located in the northern part of the City, and South to the Sawgrass WTP facility. The transmission network then branches East and West along I-75 and I-595. No lines larger than 24 inches extend South of the Weston (Indian Trace) storage re-pump facility. The area South of Weston (Indian Trace) is served by mains 16 inches and smaller. **Figure 3-4** illustrates the location of transmission mains.

The City maintains water supply system interconnections for emergencies with the City of Plantation, Town of Davie, City of Pembroke Pines, and Cooper City. **Appendix C** includes the details of the system interconnections.

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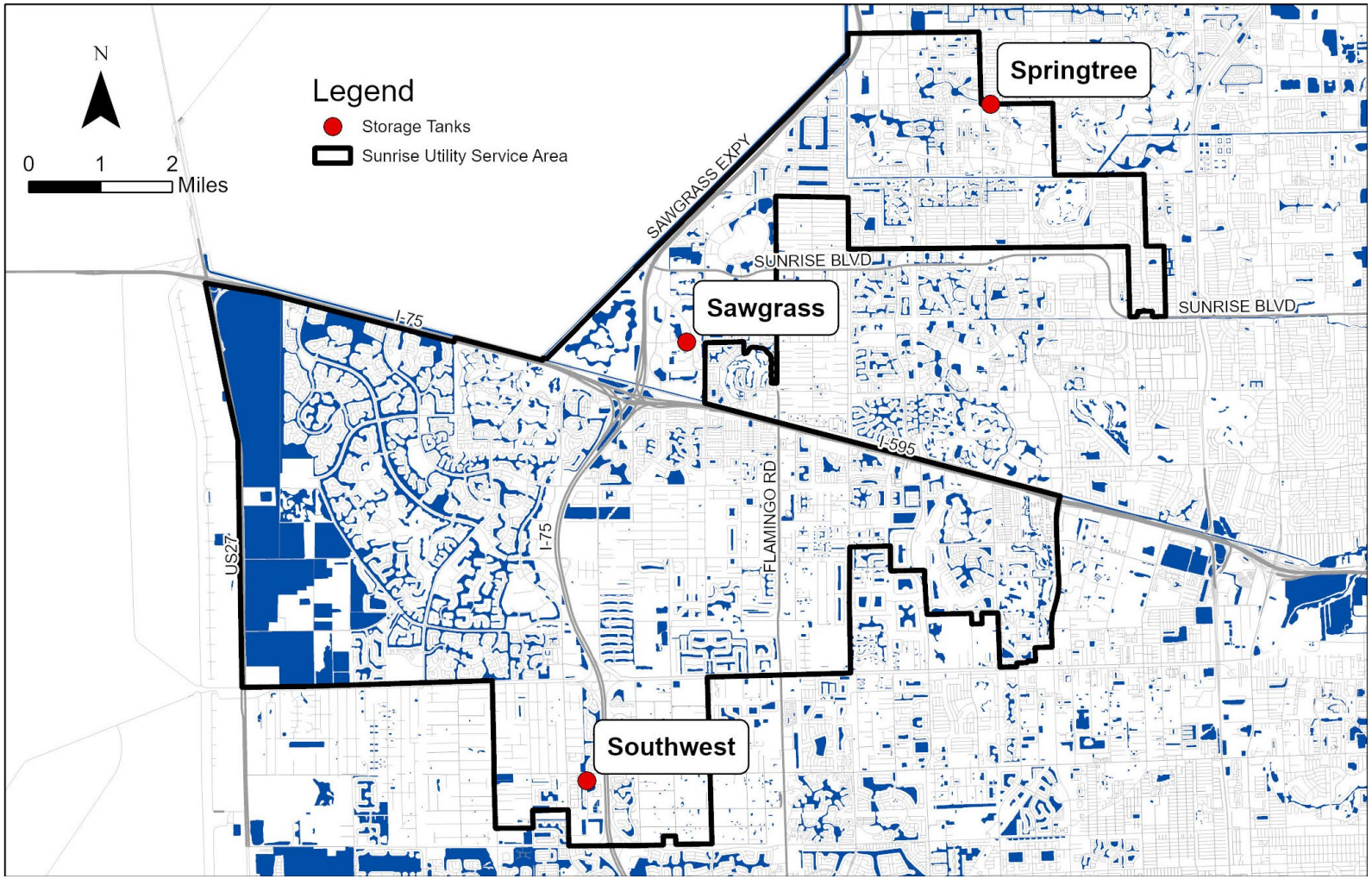
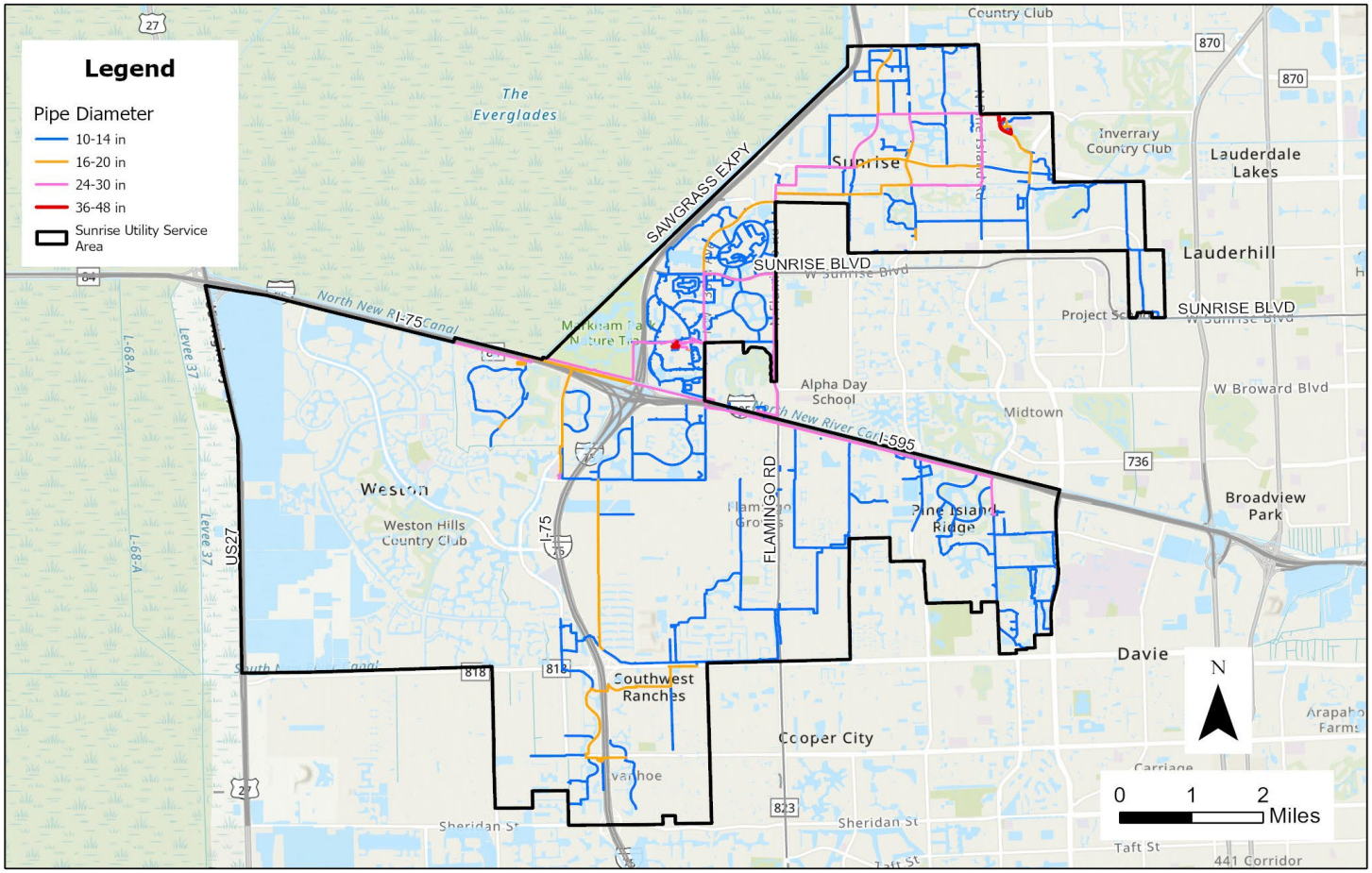


(Source: City of Sunrise, 2025)

Figure 3-3. Storage Locations



(Source: City of Sunrise, 2025)

Figure 3-4. Transmission System

4.0 CHAPTER 4 – POPULATION DATA AND ANALYSIS

4.1 INTRODUCTION

This section evaluates historic population and future population projections within the City of Sunrise's regional utility Service Area. The development of these population projections is based upon collaborative efforts between the City of Sunrise, the City of Weston, the Town of Davie, the Town of Southwest Ranches, and the City of Plantation. The population projections have been rounded to the nearest hundred.

4.2 HISTORIC POPULATION DATA

The population within the City of Sunrise Utilities water service area has increased by 8.3% in the last decade. Within the local governments served, the City of Sunrise observed the largest population growth between 2015 and 2024. The other utilities served by the City of Sunrise, including the Town of Davie, the City of Weston, and the Town of Southwest Ranches, did not see significant population changes. **Table 4-1** presents the estimated historical population within the Utility service area.

Table 4-1. City of Sunrise Service Area Historic Population

Year	Population
2015	216,500
2016	218,600
2017	220,700
2018	222,800
2019	224,900
2020	227,000
2021	228,900
2022	230,700
2023	232,600
2024	234,500

Note: [1] Historic population data is estimated by an interpolation using PFAM 2017 data for year 2015 and PFAM 2024 data for years 2020 and 2025 obtained from Broward County Planning and Development Management Division

4.3 EXISTING AND FUTURE POPULATION DATA

Population projections developed by Broward County were used in this report. The County predicts population growth with the Broward County Population Forecasting and Allocation Model (PFAM), which, in this application, uses the 2022 Bureau of Economics and Business Research (BEBR) data as a base and projects future population at 5-year intervals by applying the Cohort-Survival Methodology.

The Broward County Population Forecasting Model methodology projects population by assuming that future population is equal to present population plus births, minus deaths, and takes into account net migration. This assumption is applied to various segments of the population based on age, gender, race, and ethnicity. Domestic migration rates are obtained from the United States

Department of the Treasury's Internal Revenue Service (IRS) and the United States Immigration and Naturalization Service (INS) records, and both are used to estimate international migration. The model methodology has been approved by the State of Florida Department of Community Affairs.

Broward County allocates the population forecast model results into the County's Traffic Analysis Zones (TAZ). TAZ areas provide a small geographic area that allows for allocation flexibility in addition to being the accepted method for transportation and water supply planning. Unlike municipal boundaries, TAZ boundaries are usually bounded by a major roadway or natural features and are relatively consistent in size. Population projections are further allocated by municipality based on the results gathered from the PFAM and the review of roundtable panel discussions with the City and County officials.

4.4 POPULATION PROJECTIONS

This Water Supply Facility Work Plan update uses the Broward County Traffic Analysis Zone (TAZ) model results dated from 2020 as the basis for its population projections. The existing and future water service area boundaries were juxtaposed with the associated TAZ areas, and the population was calculated based on the intersecting area. In addition, linear interpolation was applied to project intermediate year populations that were not included in the TAZ projections. A review was conducted to identify, assess and incorporate any pending or anticipated zoning and land use changes, as well as significant development projects that could result in additional population and additional water supply demand.

Meetings were held with the Planning Departments of the local governments served by the City of Sunrise Water Utility. Following is the summary of intergovernmental coordination:

- The Town of Southwest Ranches indicated that they do not anticipate major land use changes impacting future population projections. City of Sunrise Future Service Area Map has been updated to reflect the changes reported by the Town of Southwest Ranches for the future service area and is shown in **Figure 2-3**. A list of future development projects for the Town of Southwest Ranches is provided in Chapter 5, Table 5-5.

- The Town of Davie does not anticipate any DRIs and land use changes impacting future population projections for the area served by the City of Sunrise Utilities.

- The City of Weston does not anticipate any DRIs and land use changes impacting future population projections for the areas served by the City of Sunrise Utilities. The City of Weston confirmed several developments to be completed within the next 3-5 years. These developments demand projections are forecasted to be realized by 2030. A list of future development projects for the City of Weston is provided in Chapter 5, Table 5-5.

- The City of Sunrise's development projects that are either underway or proposed within its service area are provided in Chapter 5, Table 5-5.

- Meeting minutes for the intergovernmental coordination carried out in developing this Work Plan are shown in **Appendix E**.

Table 4-2 presents the population projections over a 20-year time horizon for the City of Sunrise Utility service area, and by each local government served by the City of Sunrise.

Table 4-2. City of Sunrise Service Area Population Projections

YEAR	2030	2035	2040	2045	Service Area
Weston	68,400	68,000	67,500	67,200	Existing
Davie	58,100	57,800	57,900	57,600	Existing
Sunrise	110,300	112,100	112,900	115,000	Existing
SW Ranches	2,100	2,100	2,100	2,200	Existing
SW Ranches	-			6,000	Future*
Total (Rounded)	**238,900**	**240,000**	**240,400**	**248,000**	

*The potential future service area in SW Ranches is derived from Broward County PFAM 2024 and populations were applied to Sunrise Utilities Service Area starting in 2045
**Values are rounded to the nearest hundred
(Source: Computed by Stantec, 2025)

4.5 VERIFICATION OF POPULATION PROJECTIONS

Population projections computed for this work plan were shared and agreed upon with the local governments served by the City of Sunrise water Utility as part of the intergovernmental coordination carried out to develop this Water Supply Facility Work Plan. The minutes for these meetings are provided in **Appendix E**.

These population projections were also compared with the projections for the City's service area in the SFWMD's 2024 LECWSP Update, as shown in **Table 4-3**. Population estimates included in the 2024 LECWSP Update used 2021 BEBR data. The population projections presented in this workplan were based on the published 2024 PFAM, which also used 2021 BEBR data. The variation between the population projections in PFAM, shown in **Table 4-2**, and for SFWMD LECWSP 2045 related to the City of Sunrise Water Service area, shown in **Table 4-3** for the year 2045, is in the range of 2%.

The City of Sunrise continues to receive changes to the development application since the time the PFAM data has been developed and published. An effort was made to compare population per TAZ and additional equivalent ERC demands were noted and listed in **Table 5-5** which is presented in Chapter 5.

Table 4-3. 2024 LEC WSP Update Population Projections for City of Sunrise Utility Water Service Area

Year	2025	2030	2035	2040	2045
Population	236,183	240,907	245,725	248,133	253,146

Source: 2024 SFWMD LEC WSP Update

5.0 CHAPTER 5 – WATER DEMAND

5.1 INTRODUCTION

The historic and future raw and treated water demands of the City of Sunrise Utilities Water Service Area are presented in this section. The water demand projections were calculated based on the population projections presented in the previous section. Equivalent Residential Connection (ERC) was used to establish the future water demands for new development and redevelopment projects within the City of Sunrise Service Area.

5.2 HISTORIC WATER USE

The average system-wide potable water production recorded at the beginning of the year 2017 was 22.33 MGD, and this value was approximately 23.74 MGD in 2024, representing a 6 percent increase over the past 8-year period. System-wide historic raw and treated water records for the City of Sunrise are provided in **Table 5-1** below. The raw water total, average month, and maximum month data (shown in columns A, B, and C) are obtained from the master meter within the plant. The maximum to average month ratio (column D) and treated to raw water ratio (column E) are calculated using the data from plant master meter.

Table 5-1. System-Wide Historic Raw and Treated Water Records

	Raw Water					Treated Water			
	A	B	C	D	E	F	G	H	I
	Total (mgy)	Avg Month (mgm)	Max Month (mgm)	Max Month / Avg Ratio	Treated / Raw Ratio	Total (mgy)	Avg Month (mgm)	Max Month (mgm)	Max Month / Avg Month Ratio
2017	8,889	741	820	1.11	0.92	8152	679	733	1.08
2018	9,122	760	826	1.09	0.90	8196	683	743	1.09
2019	9,079	757	791	1.05	0.92	8318	693	751	1.08
2020	9,223	769	900	1.17	0.88	8149	679	761	1.12
2021	9,679	807	894	1.11	0.91	8765	730	813	1.11
2022	9,334	778	837	1.08	0.90	8416	701	734	1.05
2023	9,655	805	866	1.08	0.90	8667	722	784	1.08
2024	9,781	815	953	1.17	0.89	8667	722	850	1.18

(Source: City of Sunrise, 2025)

Based on historic seasonal treated water demands recorded between year 2017 and 2024, the maximum month demand is 1.05 to 1.17 times the average month demand. Usually, the maximum water demand occurs between the months of March and May, while the minimum month demand occurs between September and October.

Table 5-2 shows the City of Sunrise Utilities systemwide historic facility-wide peak factors for treated water to raw water, maximum day raw water to average day raw water, and maximum month raw water to average month raw water for the 2017-2024 period. The City's system-wide

treatment efficiency ranged between 88% - 92% (product water as a percentage of raw water for the entire Utility System).

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Table 5-2. Historic Peak Factors

Year	Springtree WTP			Springtree WTP (RO)			Southwest WTP			Sawgrass WTP			System Totals		
	Treated /Raw Ratio	Max/Avg Day Ratio	Max/Avg Month Peaking Factor	Treated /Raw Ratio	Max/Avg Day Ratio	Max/Avg Month Peaking Factor	Treated /Raw Ratio	Max/Avg Day Ratio	Max/Avg Month Peaking Factor	Treated /Raw Ratio	Max/Avg Day Ratio	Max/Avg Month Peaking Factor	Treated/ Raw Ratio	Max/Avg Day Ratio	Max/Avg Month Peaking Factor
2017	1.00	1.20	1.04	0.73	3.66	2.79	1.32	3.66	2.79	0.85	1.37	1.10	0.92	1.41	1.11
2018	0.98	1.70	1.16	0.79	3.37	3.11	0.91	1.84	1.00	0.85	1.43	1.09	0.90	1.62	1.09
2019	1.03	1.27	1.05	0.83	7.65	4.22	[2]	[2]	[2]	0.84	1.34	1.08	0.92	1.37	1.05
2020	0.97	1.34	1.19	0.80	3.88	3.13	0.98	1.42	1.13	0.84	1.40	1.20	0.88	1.42	1.17
2021	0.99	1.27	1.10	[1]	[1]	[1]	0.94	1.92	1.13	0.85	1.43	1.14	0.91	1.42	1.11
2022	1.01	1.49	1.09	[1]	[1]	[1]	0.87	1.19	1.09	0.83	1.34	1.12	0.90	1.40	1.08
2023	1.03	1.36	1.09	[1]	[1]	[1]	0.85	1.17	1.05	0.83	1.33	1.12	0.90	1.34	1.08
2024	0.98	1.57	1.17	[1]	[1]	[1]	0.84	1.71	1.04	0.84	1.32	1.18	0.89	1.42	1.17

(Source: City of Sunrise, 2025)

1. City stopped using the Floridan well and subsequent RO production in late 2020.
2. The Southwest WTP was offline in 2019 due to the construction of major improvements.

5.3 PER CAPITA USAGE

Based on the total water metered to customers, the estimated historic population, and the treated water leaving the plants, the per capita water usage computed for the past five years (2020-2024) was 101 gallons per capita per day (gpcd) system-wide. This is comparable to the per capita usage of 102 gpcd rate reported in the WSP 2020 update. The treated water per capita usage rate of 101 gpcd at the plant is 2.0% above the SFWMD 2024 LECWSP Update data, which shows a treated water per capita rate of 99 gpcd for the City of Sunrise Utility Water Service Area. During the draft LECWSP review process, City had provided the updated per capita rate of 101 gpcd. The City's updated Comprehensive Plan will show the level of service at 101 gpcd of treated water at the plant. Section 5.5 Water Demand Projection Methodology below describes and shows the per capita use rate for each local government where water service is provided by the City of Sunrise.

5.4 WATER LOSS

Losses considered in the City of Sunrise Water Utility system were of two types, treatment loss and distribution loss. As seen in **Table 5-3**, the system-wide treatment loss is under 10% over the past five years. System-wide treatment losses are comprised of losses from three treatment processes: lime softening, reverse osmosis, and nano filtration. The lime softening process offers the lowest loss, whereas membrane processes have a higher water loss.

The distribution system losses were computed based on the amount of treated water leaving the plant and the amount of water metered to the customers. The customer water usage was computed from the billing database. While computing the distribution loss, flushing for bacterial clearance and chlorine residual maintenance was assumed to be 5%, unbilled authorized consumption was assumed at 3% of the volume of finished water produced. **Table 5-3** shows the system-wide transmission and distribution water loss data.

Table 5-3. System Wide Transmission and Distribution Loss

Year	Total Treated	Plant Water Use	Metered to Customers	Total Real and Apparent Water Loss*	Total Real Loss	Total Apparent Loss	Total Losses
	MGY	MGY	MGY	MGY	%	%	%
2019	8,066	1,013	7,272	793	9.21	0.63	9.84
2020	8,180	1,062	7,374	836	9.20	1.02	9.85
2021	8,765	893	7,942	822	8.87	0.51	9.38
2022	8,415	868	7,614	801	9.01	0.52	9.52
2023	8,594	1,118	7,783	811	8.78	0.65	9.43
2024	8,377	1,403	7,682	695	7.46	0.84	8.30

* Total losses were computed as total real and apparent water losses. Total real water losses associated with leakage from distribution mains, storage tanks, service connections, etc. Apparent water losses include billing errors, meter inaccuracies, and illegal water consumptions which was assumed in the range of 3 - 5% system wide except for the year 2020, which included an additional loss due to a major water main break.
(Source: City of Sunrise, 2025)

5.5 WATER DEMAND PROJECTION METHODOLOGY

The forecasting of future water demands for the Sunrise Water Utility Service Area is based on population and per capita water demand projections. The system-wide demand projections were based on 101 gpcd applied to population forecast for each time horizon up to 2045. The service area-wide demand forecasting was completed by multiplying the per capita water use of 101 gpcd by population forecast data for the entire service area for the years 2025, 2030, 2035, 2040, and 2045. Billing data for the year 2017 was used to determine the percent split by local government to compute demand by local government. Demand per capita per individual local government within the City of Sunrise utility service area was calculated using the 2017 demand splits for each local government. The calculated per capita demands for each local government within the City of Sunrise Water Service Area are shown in **Table 5-4**.

Table 5-4. Water Demand Projection for Each Municipality within the City's Service Area

Municipality	Weston	Davie	Sunrise	SW Ranches	System wide
Per Capita (gpcd)	128	90	91	75	**101**

(Source: Computed by Stantec, 2025)

Water demand for new developments and redevelopments reported during intergovernmental coordination meetings by the planning department from local governments served by the City of Sunrise were calculated based on Equivalent Residential Connections (ERCs) at a rate of 7,800 gal/month each. **Table 5-5** shows the full list of new development and/or redevelopment projects for each local government within the City of Sunrise Water Service area. Projects were divided into three groups representing a 5-year time horizon for the 20-year planning period. Water demands calculated for associated years are included by a 5-year time horizon in the demand projections in **Table 5-6**.

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Table 5-5. Future Development and Redevelopment Projects (WSP 2024 Update)

Project Name	ERC	Demand (gpd)	Project Completion Date	Municipality
Completion Time Frame: 2030-2035 - Demand to be ready by 2030				
Springtree Villas	4.00	1025.75	2030	Sunrise
Saddle Club Manor - 4 Residential Homes	4.00	1025.75	2030	Weston
Weston 55+ & older rental community	139.30	35721.86	2030	Weston
Chabad - expansion including upwards of 22 townhomes	30.00	7693.15	2030	Weston
357 Racquet Club	109.37	28046.66	2030	Weston
Baptist Health	240.63	61706.76	2030	Sunrise
Pine Island Park	77.80	19950.90	2030	Sunrise
Sunset Strip Square	29.00	7436.71	2030	Sunrise
Metropica	431.85	110742.90	2030	Sunrise
Industrial Warehouse	202.65	51967.23	2030	Sunrise
Pinnacle	158.62	40675.73	2030	Sunrise
Gateway Residential	281.88	72284.84	2030	Sunrise
Broward County Transit Station	1.75	449.75	2030	Sunrise
Sawgrass Industrial Building	1.75	449.75	2030	Sunrise
Lennar	277.50	71160.99	2030	Sunrise
Camino Real	576.82	147918.90	2030	Sunrise
Vista at Springtree (FKA Suzuki Site)	68.59	17590.36	2030	Sunrise
Baby Love & Oakland Village Square - Redevelopment	190.00	48723.29	2030	Sunrise
School of Islamic Studies (AKA Islamic Foundation)	16.75	4295.34	2030	Sunrise
Hotel (SE Corner of Sunrise Blvd & Sawgrass Expressway)	104.84	26885.26	2028	Sunrise
Total Water Demand by 2030	**2,947**	**755,752**		
Project Name	**ERC**	**Demand (gpd)**	**Project Completion Date**	**Municipality**
Completion Time Frame: 2035-2040 - Demand to be ready by 2035				
Amerant Bank Arena	2346.26	601670.14	2035	Sunrise
The Edge	84.97	21788.65	2035	Sunrise
Royal Palm Plaza - Redevelopment	330.50	84753.53	2035	Sunrise
The Family	195.26	50072.55	2035	Sunrise
Total Water Demand by 2035	**2,957**	**758,285**		
Project Name	**ERC**	**Demand (gpd)**	**Project Completion Date**	**Municipality**
Project Completion Time Frame: 2040-2045 - Demand to be ready by 2045				
Faith Center Vacant Land	148.10	37979.18	2045	Sunrise
Old Florida Plaza	70.93	18190.03	2045	Sunrise
Master's Academy	13.00	3333.70	2045	Southwest Ranches
Platted Subdividions	33.00	8462.47	2045	Southwest Ranches
Total Water Demand by 2045	**265**	**67,965**		
Grand Total Water Demand (New Developments)	**6,169**	**1,582,002**		

Source: Intergovernmental Coordination with the City of Sunrise, Town of Davie, City of Weston, and Town of Southwest Ranches, 2025
Notes:
1) ERC Conversion Factor: 7,800 gal/month/ERC
2) Projects reported as completed by Intergovernmental Communications or accounted by PFAM projections were not included in this table.

Table 5-6 below shows demand projections for each municipality serviced by the City of Sunrise utilities for the years 2030, 2035, 2040, and 2045.

Table 5-6. Annual Average Day Demand Projections (gallons per day)

Municipality	2025	2030	2035	2040	2045
City of Weston	8,757,200	8,724,500	8,668,700	8,612,000	8,572,400
Demand Projections for New Developments (gpd)	-	72,500	72,500	72,500	72,500
City of Weston - TOTAL	**8,757,200**	**8,797,000**	**8,741,200**	**8,684,500**	**8,644,900**
Town of Davie	5,280,300	5,248,000	5,217,000	5,222,400	5,199,700
Demand Projections for New Developments (gpd)	-	-	-	-	-
Town of Davie - TOTAL	**5,280,300**	**5,248,000**	**5,217,000**	**5,222,400**	**5,199,700**
City of Sunrise	9,679,100	9,997,200	10,197,400	10,285,400	10,665,900
Demand Projections for New Developments (gpd)	0	683,300	1,441,500	1,441,500	1,497,700
City of Sunrise - TOTAL	**9,679,100**	**10,680,500**	**11,638,900**	**11,726,900**	**12,163,600**
Town of Southwest Ranches	160,400	155,100	159,200	158,000	607,600
Demand Projections for New Developments (gpd)	0	0	0	0	11,800
Town of SW Ranches - TOTAL	**160,400**	**155,100**	**159,200**	**158,000**	**619,400**
Sub-total Demand Projections for New Developments (gpd)	**-**	**755,800**	**1,514,000**	**1,514,000**	**1,582,000**
Sub-total Demand Projections (gpd) from PFAM	**23,877,000**	**24,124,800**	**24,242,300**	**24,277,800**	**25,045,600**
Total Demand Projections (gpd)	**23,877,000**	**24,880,600**	**25,756,300**	**25,791,800**	**26,627,600**

*Values are rounded to the nearest hundred

6.0 CHAPTER 6 - WATER SUPPLY FACILITIES WORK PLAN

Our analysis accounts for systemwide demand needs through 2045. A phased incremental approach for keeping pace with demands is usually considered. As explained in this section, demands will be met through traditional and alternative water supplies with existing and planned treatment additions, distribution, and storage facilities. In addition, as described in this section, the City will continue to implement several conservation measures, including a reclaimed water system.

The planning for future water sources, treatment, and distribution system improvements for the City of Sunrise Water Utility is also presented in this section. The population projections presented in Section 4 and the finished water demands presented in Section 5 were used as the basis for this Water Supply Facilities Work Plan. The projects listed within this Plan are all coordinated with the SFWMD.

6.1 REGULATORY UPDATE

In April 2024, the Environmental Protection Agency (EPA) issued the first-ever national, legally enforceable drinking water standard for Per- and Polyfluoroalkyl substances (PFAS). This rule sets Maximum Contaminant Levels (MCLs) for six specific PFAS compounds. The City of Sunrise has detected PFAS and PFOS in its raw water at the Water Treatment Plants and, as a result, engaged an engineering consulting firm to evaluate available treatment processes and propose an economically and technically feasible option to comply with PFAS and PFOS MCLs. On May 14, 2025, the EPA announced that the compliance deadline for four established MCLs for PFAS and PFOAs would be extended to 2031, and MCLs for two other PFAS-related compounds would be rescinded, pending rulemaking in 2026.

6.2 WATER SUPPLY – DEMAND PROJECTIONS

The City's anticipated water demand through 2030 will be met by the traditional water supply (Biscayne aquifer). In 2020, the City purchased a 5 MGD of C-51 allocation and modified its WUP to include an additional offset allocation related to C-51 Reservoir project. Due to the expected enforcement of PFAS and PFOS MCLs beginning in 2031, the City expects to use alternative water supply C-51 Reservoir offset allocation, to meet the future demands and PFAS regulatory requirement. Although the City does not anticipate water demands to exceed traditional and alternative water supply allocations through 2045, plans and designs are underway for several alternative water supply projects.

Table 6-1 illustrates the Plan by which the City plans to meet the future demands by water supply source category. This Table shows yearly demand projections as a function of population forecast and water use rate of 101 gpcd, plus additional demands estimated for projected developments. These demand projections are treated water at the plant prior to being purveyed to the customers.

Figure 6-1 shows the City of Sunrise's Water Supply Plan in response to the future demand projections. Permitted raw water allocations for Surficial Aquifer System (SAS) and Floridan Aquifer System (FAS) are shown based on the City existing WUP.

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Table 6-1. Sunrise Utilities Finished Water Demand by Source Category

A	B	C	D	E	F	G	H	I
Date	Population to be Served*	Demand Projections for New Development in Addition to PFAM Projection	Projected Treated Average Day Based on 2024 PFAM Population Projection	Biscayne Treated Water Average Equivalent	Total Available Treated Water	Treated Water Deficit Per Year to be Supplied by Alternative Water	Biscayne Raw Water Permitted Allocation	Floridan Raw Water Permitted Allocation
		(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	(MGD)
			D=(B x 101gpcd) + C		F=E	I=D-F		
2025	236,400		23.88	26.56	26.56	-2.68	29.09	2.00
2026	236,900		23.93	26.32	26.32	-2.39	29.09	2.00
2027	237,400		23.98	26.32	26.32	-2.34	29.09	2.00
2028	237,900		24.03	26.32	26.32	-2.29	29.09	2.00
2029	238,400		24.08	26.32	26.32	-2.24	29.09	2.00
2030	238,900	0.76	24.88	26.32	26.32	-1.44	29.09	2.00
2031	239,100	0.76	24.90	28.24	28.24	-3.34	32.31	2.00
2032	239,300	0.76	24.93	28.24	28.24	-3.32	32.31	2.00
2033	239,600	0.76	24.96	28.24	28.24	-3.29	32.31	2.00
2034	239,800	0.76	24.98	28.24	28.24	-3.27	32.31	2.00
2035	240,000	1.51	25.75	28.24	28.24	-2.49	32.31	2.00
2036	240,100	1.51	25.76	28.24	28.24	-2.48	32.31	2.00
2037	240,200	1.51	25.77	28.24	28.24	-2.47	32.31	2.00
2038	240,200	1.51	25.77	28.24	28.24	-2.47	32.31	2.00
2039	240,300	1.51	25.78	28.24	28.24	-2.46	32.31	2.00
2040	240,400	1.51	25.79	28.24	28.24	-2.45	32.31	2.00
2041	241,900	1.51	25.95	28.24	28.24	-2.30	32.31	2.00
2042	243,400	1.51	26.10	28.24	28.24	-2.15	32.31	2.00
2043	244,900	1.51	26.25	28.24	28.24	-1.99	32.31	2.00
2044	246,500	1.51	26.41	28.24	28.24	-1.83	32.31	2.00
2045	248,000	1.58	26.63	28.24	28.24	-1.61	32.31	2.00

*Rounded to the nearest hundred.
(Source: Computed by City of Sunrise, 2025)

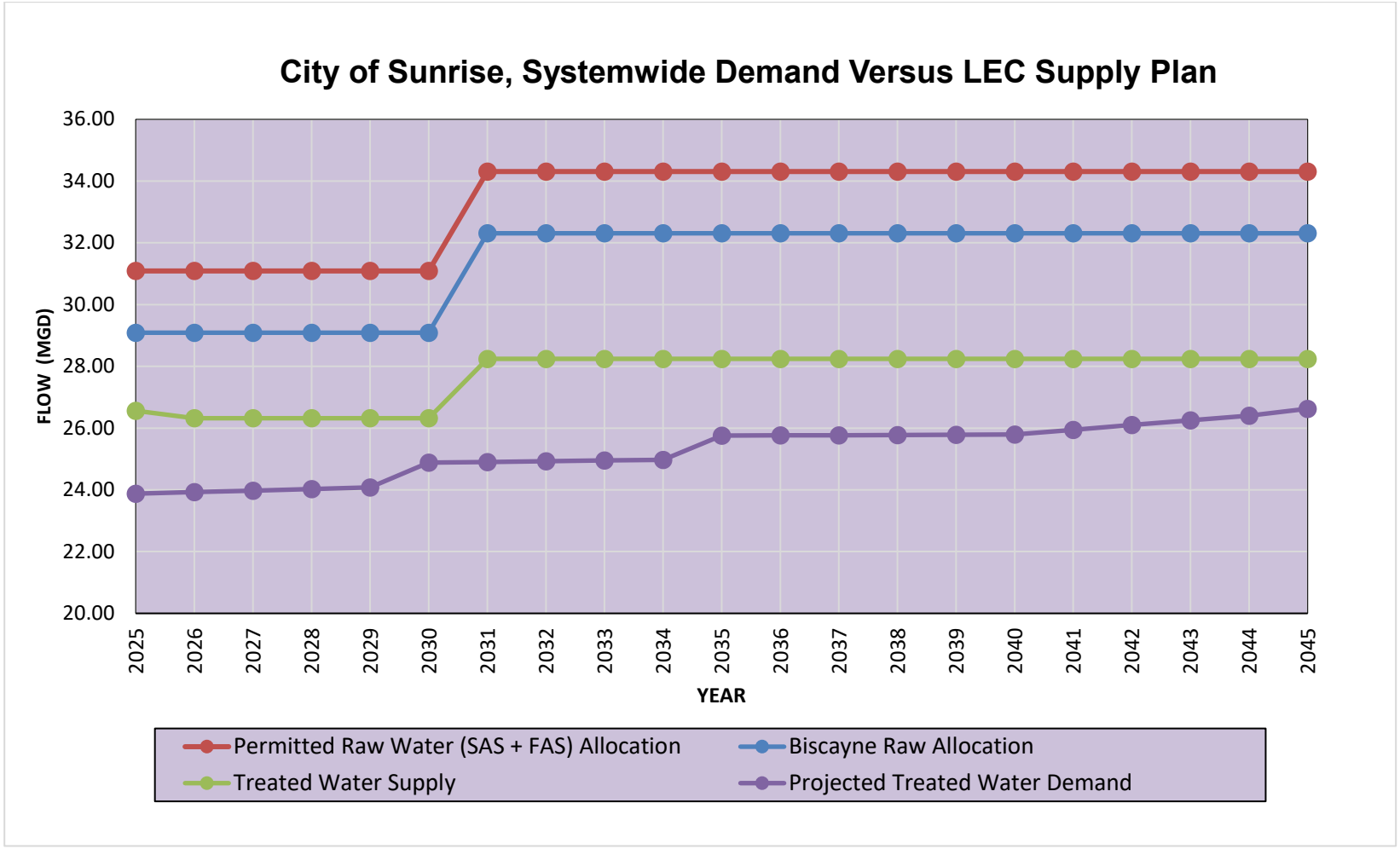

Figure 6-1. City of Sunrise Demand Versus 2024 LECWSP Update (101 gpcd)

(Source: Computed by City of Sunrise, 2025)

6.3 ALTERNATIVE WATER SUPPLY PROJECTS

The Sunrise Water Utility has planned and completed several alternative water supply (AWS) projects and is a participant in the operation of the C-51 Reservoir Project. The Sunrise Water Utility has also completed wastewater reuse projects at the Southwest and Sawgrass WWTPs. The City has planned multiple phases of reuse distribution piping projects originating from the Sawgrass WWTP site in its capital improvement plan. The City has finalized the modeling for offset allocation and has not initiated the WUP application for changes related to reclaim water use.

The City has an array of projects underway to supplement its traditional water supply with alternative water supplies, and over the last decade has constructed an additional potable water emergency interconnect with the Town of Davie that could provide a backup during emergencies such as a main break or equipment failure in the system. Other individual AWS project statuses are described below:

6.3.1 Sawgrass Recovery Increase – Conservation Project I

The City's Sawgrass nano-filtration water plant was constructed and expanded in 2003. Since that time, the plant was operating at 75 percent recovery. As part of the facility plan development, the City planned to increase the recovery of the plant closer to 82 percent to reduce the water lost through the concentrate reject stream. This process change was initiated by the City operations staff on February 18, 2010. The increase in recovery results in the addition of approximately 1 MGD of potable water from the same raw water allocation. Treatment of 17.31 MGD of raw water, as limited by the WUP, at 75 percent recovery, results in approximately 13 MGD of treated water. Increasing the recovery to 85 percent increases the available treated water to 14 MGD, an additional 1 MGD of treated water. This project was completed on March 30, 2010.

6.3.2 Sawgrass WTP – Ion Exchange Plant

In 2020, the City commissioned an Ion Exchange Plant at the Sawgrass Water Treatment Plant. This project provides a 3 MGD side stream that blends with membrane softened water, providing hardness and alkalinity to the nanofiltration permeate water to improve treated water stability. It also offers the additional benefit of reducing raw water losses at this facility (about 15% of source water is lost through membrane softening) since the ion exchange technology wastes only a small quantity of raw water. It is estimated that about 0.4 MGD of finished water will be conserved by this project.

6.3.3 C-51 Reservoir Project

The C-51 Reservoir Project is a regional water supply project privately developed and subsequently transferred to a water control authority for operation. Each participating entity has a capacity allocation agreement, and there are assigned water use allocations for participants granted by the South Florida Water Management District (SFWMD) under their respective WUP. While serving as a municipal water supply, the reservoir captures stormwater, which was previously lost to the Lake Worth Lagoon estuary. The water stored in this reservoir recharges the groundwater system, which is also used as a supply source. The City of Sunrise is an active participant in the C-51 Reservoir

Project, and in 2020, modified its WUP to include an additional 5.0 MGD of the C-51 Reservoir water allocation.

6.3.4 Sawgrass Reverse Osmosis (RO)

Floridan Wells and Raw Water Supply Line

The City installed two (2) Floridan wells within the Sawgrass International Corporate Park, which were completed in March 2013. After installation, the City confirmed reasonable water quality in 2013 to support the use of these wells. The City also completed the installation of the raw water supply line from the Floridan wells to the Sawgrass Water Treatment Plant in 2020.

While the City has partial infrastructure, upon committing to the C-51 project in 2020, the City did not need additional Floridan Aquifer water source; therefore, the SFWMD did not grant any additional allocation from the Floridan Aquifer at the Sawgrass wellfield. Due to this reason, the City has designed the wellhead, but construction has been postponed until new demand forecasts show the need for the infrastructure.

6.3.5 Springtree WTP RO to Nanofiltration (NF) Conversion– Phase I

The City commissioned a 1.5 MGD RO Plant at the Springtree WTP in April 2014 as part of its alternative water supply program. However, due to unfavorable water quality in the source well (treated water ASR well converted to Floridan supply well), the RO skid has been out of service since 2020. Since the City is a participant in the C-51 Reservoir Project, additional allocation is available in the City's WUP at the Springtree Wellfield. Considering the similarity of the treatment infrastructure, the existing RO skids and infrastructure are planned to be used for NF treatment to augment production of 1.75 MGD of treated water. This RO to NF Conversion Phase I project is under construction, and the startup of this plant is scheduled for late 2026.

6.3.6 Springtree WTP Nanofiltration – Phase II

The Springtree WTP RO plant was designed and constructed to accommodate a future Phase II RO and had building footprint, chemical, electrical, and piping infrastructure. The City plans to repurpose the available Phase II infrastructure to install a Phase II nanofiltration at the Springtree WTP. This project is under design, with a design goal of 1.75 mgd additional production capability from Phase II. The construction for Phase II is expected to start in Fall 2026. Commissioning of this skid is scheduled for late 2027-early 2028. Construction of Phase II is expected to provide the City with a total nanofiltration capacity of 3.5 MGD of treated water at the Springtree WTP.

6.3.7 Springtree WTP Upgrades to Address PFAS

The City of Sunrise has detected PFAS and PFOS in its raw water at the Springtree Water Treatment Plant. The City has engaged an engineering consulting firm to perform a conceptual assessment of PFAS occurrences in its raw and finished water supplies, assess treatment alternatives to reduce observed PFAS levels, and provide improvement recommendations. Various alternatives were evaluated, where the City has determined to design and construct an 8 MGD of treated water Phase III NF facility at Springtree WTP. City plans to initiate design in early 2026 with anticipated construction completion by 2031.

6.3.8 Southwest Water Reclamation Facility (WRF) – Phase I

The City completed rehabilitation improvements, increased the permitted capacity from 0.45 MGD to 0.99 MGD, and added a 0.99 MGD tertiary treatment process for irrigational quality (IQ) reuse in June 2016. This project increased treatment capacity by 0.54 MGD in addition to adding tertiary treatment. The current annual average daily flow (AADF) of the plant capacity is limited by the capacity of the percolation ponds at approximately 0.37 mgd. Due to groundwater conditions, hydrogeologic limitations of the surficial aquifer, and the accumulation of solids due to decades of pond usage, the rate of disposal capacity of the ponds is much less than the original permitted capacity**.**

6.3.9 Southwest WWTP Deep Injection Well

The Southwest WWTP currently utilizes four percolation ponds for effluent disposal. As previously noted, these ponds are limiting the facility's treatment capacity. To address this constraint, the City plans to construct a deep injection well and an associated pump station at the site. This upgrade is expected to increase the plant's capacity from 0.37 MGD to 0.99 MGD. The project is currently in the permitting phase and is anticipated to be operational by 2030. The existing percolation ponds will be retained as a backup disposal option for the deep injection well.

6.3.10 Sawgrass WRF - Phase I

The existing Sawgrass Wastewater Treatment plant is permitted for a capacity of 20 MGD on an annual average day basis. In 2019, the City commissioned a 2 MGD high-level disinfection tertiary facility to produce irrigation quality (IQ) reuse water. This project includes tertiary treatment, storage, and high-service pumping facilities. A distribution main of IQ was completed in 2020.

The City adopted reclaimed water service rates for different use type and for different meter size. The City also updated its ordinances to include reclaim water use for irrigation in commercial area in Article V., Section 15. The rates and ordinance update occurred in 2023.

6.3.11 Advanced Metering Infrastructure

The City of Sunrise is undertaking an initiative to modernize its water distribution system through the implementation of Advanced Metering Infrastructure (AMI). This integrated system combines smart meters, secure communication networks, and data management systems to enable two-way communication between the utility and its customers. The goal is to enhance operational efficiency, improve billing accuracy, and empower customers with real-time insights into their water usage.

Currently, the City relies on mechanical meters, which are limited in accuracy and contribute to water loss and inefficient operations. The AMI upgrade will replace these with advanced digital meters capable of automated, real-time, and remote readings. This will significantly reduce non-revenue water and support proactive water conservation efforts.

The AMI project is part of the City's Alternative Water Supply Solution, aimed at ensuring long-term sustainability of water resources. By enabling active demand management and reducing unnecessary withdrawals, the project supports environmental conservation, protects aquifer levels,

and ensures water availability for future growth. It aligns with regional goals for efficient water use and environmental stewardship.

6.4 ALTERNATIVE WATER SUPPLY DEVELOPMENT SCHEDULE

The City of Sunrise Water Utility has planned several alternative water supply projects within its 5-year Capital Improvement Plan and 10-year Water Supply Plan. Based on data presented in **Figure 6-1**, the City has sufficient capacity in the system to meet the average day demands for a planning horizon of twenty years. However, due to the upcoming enforcement of PFAS/PFOS MCLs by 2031, the City will implement new infrastructure projects to meet the future PFAS/PFOS requirements.

6.5 CONSERVATION PROGRAMS

Recognizing that water conservation preserves both natural resources and capital resources, the City of Sunrise is committed to continuing and expanding on its successful track record of conservation. The following conservation programs are underway:

6.5.1 Water Conservation Public Education Program

The City's water conservation public education program is highly engaged in the community and:

- Promotes conservation under its Good and Green initiative. The City of Sunrise shares water conservation tips for customers on the City's website and in the *Good and Green* email newsletter, which goes out to nearly 2,000 community members.
- Water conservation education flyers are stocked at information kiosks, posters are hung at each Utility Payment Center, and posts are made via our social media platforms. Provides a means by which customers can conduct a home water audit from the City's website. The website has a typeable Water Audit Form PDF and computes the usage rate for the customer. This assists with helping to target one's conservation efforts;
- Distributes conservation information in water billings;
- Produces conservation education articles for the City's quarterly magazine;
- Promotes conservation through school outreach programs and career fair events;
- Participates in the FSAWWA's Drop Savers Water Conservation Poster Contest by engaging all schools that will participate throughout the entire water service area;
- Promotes water conservation at community events including: Broward County Water Matters Day, City of Sunrise Earth Day, Schools Career Days, Sunrise Cultural Festival, Sunrise Arts & Crafts Festival, and the Sunrise Back to School Roundup. Toilet leak detection tablets and other promotional items are given out at these events along with print material to promote water conservation.

- The City hosts an annual "Gardening for Wildlife" Workshop to educate residents on Florida-friendly landscaping.

6.5.2 An Outdoor Water Use Conservation Program

The City of Sunrise has an outdoor water use conservation program that includes:

- Limited Irrigation Hours – The City of Sunrise Code of Ordinances, Article III, Section 15-85 year-round restrictions on landscape irrigation supports the all-year, 2-day-a-week landscape irrigation restrictions imposed by the SFWMD and the Broward County Environmental Protection and Growth Management Department (EPGMD), as defined in Subsection 373.069(2)(e) of the Florida Statutes (F.S.). Landscape irrigation from 9 a.m. to 4 p.m. has been eliminated except for low-volume systems and low-volume self-canceling nozzle hand watering (Broward County, Florida, Code of Ordinances, Part II, Chapter 36, Section 55).

- Use of Reclaimed Water for Irrigation – The City of Sunrise Code of Ordinances, Chapter 16, Article VIII, Section 16-163(b)(5) & (6), requires the use of reclaimed water for the irrigation of lawn and plant material when determined to be available. If reclaimed water is not currently available, use of non-potable water for irrigation is required when determined to be available. Connection to the City's reclaimed water system shall occur when notice of availability is received from the City.

- The Broward County NatureScape Irrigation Service Program – The City of Sunrise participates in the program whereby customers are encouraged to embrace Florida-friendly landscaping practices that conserve water, reduce runoff of fertilizers, and minimize the need for pesticides. One goal of the program is to reduce water consumption through efficient irrigation and environmentally friendly landscaping while targeting large properties such as parks, schools, and residential complexes. This program involves significant funding and marketing efforts to promote water conservation by City customers and should result in reduced water demands and costs in return. In 2024, Sunrise maintained partnership for the Residential Irrigation Rebate Program, created to expand outdoor water conservation and encourage resident involvement. In the last year, the program received 49 applications, visited 13 sites, and awarded 10 rebates to Sunrise customers with an estimated savings of 348,551 gallons. Rebates included funding for more efficient irrigation components that the applicant installed.

  The City of Sunrise uses Florida-friendly landscape principles for public works projects such as median strips, parks, and utility common areas. The City of Sunrise Code of Ordinances, Chapter 16, Article VIII: Functional Landscaping supports the use of Florida-friendly landscaping principles by encouraging the circuiting of irrigation systems for low and high-water use areas and allowing relaxation of irrigation overlap requirements for use of Florida-friendly landscaping or native plant material.

- Residential Landscape Beautification Program – The City of Sunrise offers a residential landscape beautification program to increase tree canopy (program launched in 2020). Sunrise has been a Tree City, USA since 1988 and continues to meet annual requirements, and celebrates Arbor Day in conjunction with our Sunrise Earth Day Festival.

- "Be a Butterfly Hero" campaign – The City of Sunrise promotes Florida-Friendly Landscaping through this campaign. The City hosts a “Gardening For Wildlife” Workshop to educate residents, plant and tree giveaways, and installs demonstration gardens at City facilities and local public schools. In 2024, a total of 1,173 plants and trees were given to the community at City events and workshops.

- Rain Sensor Overrides – The City of Sunrise Code of Ordinances, Chapter 16, Article VIII, Section 16-163(b): Irrigation System requires irrigation controllers to be switched to manual operation during periods of increased rainfall and automatic lawn sprinklers to include a rain sensor device to override the irrigation cycle of the sprinkler system once adequate rainfall has occurred. This ordinance also requires that sprinkler heads irrigating high-water demand landscaped areas be on a separate zone from plantings requiring less water, and non-potable water is required when determined available for irrigation purposes.

- Automatic Flushing Devices – The City of Sunrise has installed automatic water flushing devices at 24 hydrants throughout the City’s water distribution system to improve water quality while saving approximately 10 million gallons of water per year.

- Emergency Interconnects – The City of Sunrise has emergency interconnections with the City of Plantation, Town of Davie, City of Pembroke Pines, and Cooper City.

6.5.3 Water Conservation-Based Rate Structure

The City of Sunrise has been proactive with its rate structures and has incentivized residents to pursue conservation.

- The City of Sunrise uses an increasing block rate structure for residential customers to encourage potable water conservation. In addition to the monthly base charge, residential water rates have five tiers, with the lowest tier at $3.45 per 1,000 gallons used up to 4,000 gallons and the highest tier at $9.08 per 1,000 gallons used over 16,000 gallons.

- The five-tiered rate structure was adopted in 2023.

6.5.4 Water Loss Reduction Program

The City of Sunrise takes pride in its water loss reduction program. The SFWMD requires that utilities monitor unaccounted-for water (UFW), also known as non-revenue water (NRW) losses, in their distribution systems. The goal is to be less than 10 percent. Losses above this level prompt a mandatory leak detection program.

The City, from 2010 to 2018, applied considerable efforts toward renewing and replacing several of its wells and well head equipment (including meters) at its Springtree Water Treatment Plant and wellfield, and is continuing to apply these same efforts at the Southwest Water Treatment Plant to update and improve accuracy of measurement of well water pumped to these facilities. Additionally, in-plant meters have been replaced at the Sawgrass Water Treatment Plant.

Since 2013, the City has been evaluating several different advanced metering infrastructure (AMI) platforms and is currently has a contract to implement an AMI meter replacement program for gas and water, which is expected to improve the City’s accounting of water, identify leaks sooner and

allow customers the capability to monitor and further conserve water use on their own. Completion of this meter replacement program is scheduled for 2026.

In 2020, the City of Sunrise purchased leak detection equipment (sounding devices and correlators) to better identify and resolve existing leaks within the City's water distribution system. The City has staff members trained in the identification of leaks using this equipment. This equipment is being used in the event of an active leak. The City also has an active contract since 2020 for leak detection, where approximately 50 miles of infrastructure is inspected per year. Leaks in the range of 2 to 4 million gallons are identified and fixed to address unaccounted water each year.

These efforts are being taken in addition to implementing one to two community water main or service line replacement projects per year in the City's 5-year Capital Improvement Program, renewing the communities with the oldest or most deteriorated mains where operations staff have the most repeat visits for leak repairs or main and service failures. Through these comprehensive leak reduction efforts, the City has been able to reliably reduce its unaccounted-for water under 10% and build additional expertise and achievements through increased efficiency of operations.

6.5.5 An Indoor Water Conservation Program

The City of Sunrise has a vibrant indoor water conservation program that includes:

- Broward Water Partnership's Water Conservation and Incentives Program, Conservation Pays – The City of Sunrise is one of 17 cities and water utilities comprising the Broward Water Partnership. The City's participation commenced in October 2011 and continues today. This program involves significant funding and marketing efforts to promote water conservation by customers, resulting in reduced water demands and costs in return. This popular program was recently expanded to include multifamily housing units, not-for-profit agencies, and commercial buildings, as well as single-family homes. Qualifying Sunrise utility customers are encouraged to take advantage of the following benefits:

    - Toilet rebates: Eligible utility customers may replace old toilets that use more than 1.6 gallons of water per flush (gpf) with a WaterSense® certified, high-efficiency toilet (HET) that uses 1.28 gpf or less. WaterSense® dual-flush toilets must also use 1.28 gpf or less for both flush options. Up to two rebates may be provided for up to $100 each, or the cost of the HET, whichever is less. To date, over 4,500 toilet rebates have been provided, and the City routinely authorizes HET installations that may exceed the budgeted annual funding by transferring from other budgeted funds to cover these expenses, because this conservation is in such high demand by our customers and so important to the Utility and the City leadership.

    - Low-flow faucet aerators, shower heads, and restaurant pre-rinse spray valves: This incentive program entails free yearly distribution of low-flow faucets, low-flow aerators, and low-flow showerheads to residential customers, and low-flow pre-rinse spray valves to commercial customers. This initiative will save water by replacing inefficient plumbing fixtures with high-efficiency fixtures.

- Ultra-Low Volume Plumbing - The City of Sunrise has adopted Florida Building Code: Plumbing Section, Chapter 4, which requires the adoption of ultra-low volume plumbing

fixtures in all new construction. Plumbing fixtures shall be 80 pounds per square inch (psi) pressure; toilets, 1.6 gpf; shower heads, 2.5 gallons per minute (gpm); and faucets, 2.2 gpm at 60 psi.

- Water Conservation Tips - these are shared with the public on the City's website and via other methods presented in 1. Water Conservation Public Education Program. These water conservation tips include:
    - Looking for labels on appliances or equipment with the WaterSense™ label.
    - Fixing a leak.
    - Shortening showers.
    - Going low-flow.
    - Turning off the tap while brushing teeth.
    - Testing toilet tank for any leaks.
    - Washing only with a full load.
    - Throwing tissues in the trash rather than the toilet.
    - Picking plants that require low water or are drought tolerant.
    - Using water-saving drip irrigation for landscaping.
    - Watering lawn in the early morning.

The City of Sunrise has been able to reduce the water usage rate of 127 gallons per capita per day in 2008 to 101 gallons per capita per day. This implies a drop in water use rate of 20.5% over the last 17 years; the majority of this achievement is attributable to the implementation of conservation initiatives. While conservation is a major factor in the reduction of water usage rate, there are various other factors such as conservation rate structure, increase in water rates, land use changes, and so forth.

Table 6.2 below provides an analysis of the existing water conservation efforts and the applicable policies and programs of the SFWMD, Broward County and 2018 LECWSP Update.

Table 6-2. Conservation Programs Level of Participation and Outcomes

Specific District and County Policies or Goals	City of Sunrise Participation Analysis	City of Sunrise Participation Outcome	Recent Updates or Improvements Needed
Education, Outreach, and Marketing – Required by Conservation Goals of the SFWMD, Broward County & 2024 LECWSP Update	The reach of the City of Sunrise's conservation education and outreach programs is vast. The City reaches customers through the City's website, the utility bill inserts, the *Good and Green* email newsletter, which goes out to nearly 2,000 community members, social media posts, and through in-person engagement at community events.	It is not feasible to quantify water savings achieved from water conservation education and outreach programs. However, some noteworthy signs of program effectiveness include: As the water conservation knowledge of customers improves, they are much more likely to participate in conservation rebates and other programs offered by the utility. The City of Sunrise is the leading City in Broward County with the largest number of rebates claimed in the Conservation Pays program. With effective education and outreach, customers are more likely to make better decisions on their own water usage. In the past 17 years, the City has experienced a reduction in per capita consumption from 127 gpcd to 101 gpcd (a 20.5% reduction). The school's outreach and education further promote greater household participation in a water utility's conservation strategy.	The City is satisfied with the current level of conservation outreach and education programs, and they are in line with the local and regional goals; however, the City has recently invested in expanding the City's sustainability efforts and continued or additional outreach and education will be conducted. The Sustainability Action Plan, adopted in 2019, called for supporting increased awareness of sustainable concepts through community outreach and identification of opportunities for improvement.

Specific District and County Policies or Goals	City of Sunrise Participation Analysis	City of Sunrise Participation Outcome	Recent Updates or Improvements Needed
Cost Share Funding Programs – Required by Conservation Goals of the SFWMD, Broward County & 2024 LECWSP Update	The City actively participates, promotes, and funds Cost Share programs such as: Conservation Pays for toilet rebates and other conservation tools, NatureScape Irrigation Service Program for free irrigation system evaluation and upgrade rebates, the "Residential Landscape Beautification Program" to provide free trees, and the "Be a Butterfly Hero" which provides free plants and garden planting materials. In past Broward County Water Matters Day events, the City has given out 55-gallon Rain Barrel collectors. Overall, the City spends approximately $115,000 per year on these Cost Share Funding programs.	The City of Sunrise is the leading City in Broward County with the largest number of rebates claimed in the Conservation Pays program. Broward County estimates that City of Sunrise utility customers have saved over 523 million gallons of water from fiscal year 2012 through 2019. The NatureScape irrigation evaluations result in an average of 20% irrigation water savings per location. As with water conservation education and outreach efforts, some of the cost-share funding programs resulting in water savings are difficult to quantify, so a full count of water savings is not available.	The City is satisfied with the current level of cost-share programs, and they are in line with the local and regional goals and programs. A recent expansion of these efforts came from the Sustainability Action Plan adopted in 2019, which called for a 10% reduction in potable water consumption by 2022 in City-owned facilities such as governmental operations facilities and City parks. The City has been actively retrofitting water fixtures to achieve this goal.
Mobile Irrigation Labs – Required by Conservation Goals of the SFWMD, Broward County & 2024 LECWSP Update	The City participates in the local Irrigation Lab from Broward County called NatureScape Irrigation Service (NIS)Program. It offers free irrigation system evaluations and upgrade rebates.	The NatureScape irrigation evaluations result in an average of 20% irrigation water savings per location; however, cumulative water savings for this program are not feasible to quantify.	The City currently participates in the Mobile Irrigation Labs program promoted by the District and County, and the City's participation satisfies the local and regional goals for this program. . In 2024, Sunrise maintained partnership for the Residential Irrigation Rebate Program, created to expand outdoor water conservation and encourage resident involvement. In the last year, the program received 49 applications, visited 13 sites, and awarded 10 rebates to Sunrise customers with an estimated savings of

Specific District and County Policies or Goals	City of Sunrise Participation Analysis	City of Sunrise Participation Outcome	Recent Updates or Improvements Needed
			348,551 gallons. Rebates included funding for more efficient irrigation components that the applicant installed.
Water Use Permit (WUP) Requirements	The City of Sunrise has implemented all necessary programs, protocols, provisions, and reporting required to meet all WUP conditions related to water conservation and water accountability. These include: Average Day Flows compliance, adoption of rules 40E-21 and 40E-24 into The City of Sunrise Code of Ordinances, Article III, Section 15-84 & 15-85, calibration of raw water meters, reporting of monthly withdrawals, reporting of water loss and continued leak detection program, implementation of water use conservation plan, development of alternative water supply and wastewater reuse.	The City of Sunrise complies with all WUP conditions for water conservation and water accountability. The City of Sunrise has developed a Standard Water Conservation Plan that complies with the requirements of the District. The requirements per the District's Applicant's Handbook include: 1) A water conservation public education program 2) An outdoor water use conservation program 3) The selection of a rate structure designed to promote the efficient use of water by providing economic incentives 4) A water loss reduction program if water losses exceed 10% 5) An indoor water conservation program	No improvements or updates are required since all WUP conditions are met and continue to be met through established programs, protocols, provisions, and reports. Updates will be made in the future as required by updates to the WUP conditions or State, regional, or local policies and goals change

6.6 REUSE PROGRAMS

City completed a reuse feasibility study in 2009, which determined that approximately 2.0 MGD of reuse was feasible in the vicinity of the Sawgrass and Springtree WWTP. In 2011 and 2012, the City performed another feasibility assessment in terms of offsetting non-potable groundwater withdrawals to increase the availability of the Biscayne Aquifer for potable water supply purposes.

The City completed 0.99 MGD of reuse facility at Southwest WRF in 2010. The Construction of the first phase of the 4 MGD Reuse facility at the Sawgrass WWTP was completed in 2019. The reuse program targets large users with private irrigation wells or pumps near the City's Biscayne Aquifer wellfields. To date, no customers have been achieved.

6.7 INTERGOVERNMENTAL COORDINATION

In preparation for this document, the City coordinated with several governmental agencies; Specifically, the City's Community Development and Utilities Department staff met with the South Florida Water Management District, the Town of Davie, the City of Weston, and the Town of Southwest Ranches. Through these meetings, the population projections and water demand projections upon which this Plan is based were jointly developed, establishing the basis for continued communication as future growth occurs.

6.7.1 Ongoing Coordination Activities with All Water Service Receiving Local Governments

The City of Sunrise has actively participated in Broward County's Water Advisory Board. The Utilities Director and Deputy Director actively participate in the board meetings. The Utilities Director also serves as a member of the Board's Technical Advisory Committee. The purpose of the board is to advise and make recommendations to the Broward County Board of County Commissioners in matters relating to the development, use, and management of water resources within Broward County which may include, but are not limited to, water supply, water conservation, ground water recharge, reuse of wastewater effluent, and stormwater management.

Additionally, the City of Sunrise Utilities staff is actively engaged in local professional groups such as the Southeast Florida Utility Council (SEFLUC), which provides a communications, networking, and support structure for member utilities for matters related to water supply and wastewater management services. Other professional groups related to water supply include the Florida Water Environment Association (FWEA) and WateReuse Florida.

6.7.2 Needs for Additional Coordination Activities

The above-mentioned local planning and professional groups serve as an additional means of continued coordination with all local governments receiving water from the City. Based on the most recent coordination meetings for this update, no pending issues were identified between the City of Sunrise and the local governments receiving water from the City. Therefore, no additional coordination activities are identified at this time other than the continuous engagement as described above. In the most recent coordination meetings, the most recent historic data and data projections, current and future plans, policies, and goals were discussed, and all parties had an agreement and common understanding of these items. No further discussions are required unless changes in the items discussed arise in the future.

6.7.3 Coordination with LEC Plan Update

The City of Sunrise actively participates in LEC Plan Updates and provides information and coordination as requested by the District. In the most recent coordination meetings, no pending issues were identified between the parties involved.

6.7.4 Information on Memoranda of Understanding, Bulk Service Agreements and Contracts

The following is a summary of the agreements between the City of Sunrise and the municipalities that are within its service area.

City of Weston – The City provides water service to the City of Weston ("Weston") on both a wholesale and retail basis. The City of Weston does not provide utility service within its corporate boundaries. With respect to wholesale service, the City provides water and wastewater service to the Indian Trace Community Development District (the "ITCDD"), a community development district located solely within the corporate boundaries of Weston. The ITCDD receives wholesale service from the City pursuant to the Bulk Sale of Water and Sewer Services Agreement dated October 29, 1980, as amended (the 'ITCDD Agreement"). The ITCDD Agreement was renewed on June 30, 2023, it has a term of thirty (30) years with an expiration date of June 30, 2053.

The City also provides retail service to the City of Weston. This service area was previously served by the Bonaventure Utilities Corporation water and wastewater utility system (the "Bonaventure System"), a privately-owned system. The City purchased the Bonaventure System in 1976. At the time of purchase, the service area was located in unincorporated Broward County; subsequent to the purchase, the City of Weston annexed the service area into its city limits. Since the City owned the Bonaventure System and provided retail utility service to such customers prior to such annexation, the City has the authority to provide utility service within the City of Weston. The parties do not have a franchise agreement or any other similar agreement that allows the City of Sunrise to operate this component of the utility within the municipal boundaries of the City of Weston.

Town of Davie – the City provides water and wastewater service to the western portion of the Town of Davie ("Davie") on a retail basis. Under the terms and conditions of a Settlement in the Civil Cases between Davie and the City dated May 6, 1987 (the "Davie Agreement"), the City was granted the right to provide water and wastewater service within a portion of the corporate limits of Davie. The Agreement does not contain a date of expiration, and it is assumed by the City that it has a perpetual right to provide utility service to this portion of the Town of Davie. After the execution of the Davie Agreement, the parties have entered into a series of amendments to such agreement, which allowed the City to expand its water and wastewater service area located within the Town of Davie. Each amendment essentially identified the additional service area and customer base that the City would be authorized to serve. As part of this authorization to provide service within Davie, the City purchased the South Broward Utility, Inc. water and wastewater system (the "SBU System"), a portion of which was located in the Town of Davie and a portion of which was located in unincorporated Broward County, which later became the Town of Southwest Ranches.

Town of Southwest Ranches – the City provides water service to the Town of Southwest Ranches on a retail basis. At the time of purchase of the SBU System, the service area was located in unincorporated Broward County; after the purchase, the Town of Southwest Ranches became incorporated. Since the City owned the SBU System and provided retail water service to such customers before the incorporation of this area by the Town of Southwest Ranches, the City has the authority to provide water service to the Town of Southwest Ranches. The parties do not have a franchise agreement or any other similar agreement that allows the City to provide water service in the municipal boundaries of Southwest Ranches.

Park City – the City purchased the privately owned Pine Island Utilities Corporation water and wastewater system in 1974. The area served by this system was referred to as Park City and was located, at the time of acquisition by the City, in unincorporated Broward County. Since the acquisition of this utility system, the Town of Davie has annexed the Park City service area into its corporate limits; however, the City still provides utility service for this service area.

6.8 CAPITAL IMPROVEMENT ELEMENT

The City has initiated development of a reuse water system that will initially target large users in the western portions of the utility service area. The City intends to apply for the water to retire existing WUPs and substitute them with reuse water. The retired WUPs could be transferred to the City's Biscayne wells with a substitution credit (volumes for credit are to be determined as part of the application process) that results in an alternative water supply for the City without impacting the regional system. The City has completed construction of a 1 MGD reuse water facility at Southwest WWTP, as well as completed the construction of a 2 MGD reuse facility at Sawgrass WWTP. The City is also a participant in the C-51 Reservoir Project for an additional alternative water supply allocation. The City has initiated the implementation of Advanced Metering Infrastructure Project to assist in lowering the unaccounted for water losses. The City is in the process of initiating the project Springtree WTP Upgrades to Address PFAS in the FY 25-FY 26 budget.

6.9 GOALS, OBJECTIVES, POLICIES

6.9.1 Existing Goals, Objectives, and Policies

The following are the existing goals, objectives and policies compiled from the City's 2018 Comprehensive Plan (amended 2025) and are in support of the City's Ten-Year Water Supply Facilities Work Plan. New additions to the GOPs are shown with an underlined format while deletions are shown with a strike through format in the text below.

PLANNING AND INTERGOVERNMENTAL COORDINATION

- The City of Sunrise shall adopt and implement the Ten-Year Water Supply Facilities Work Plan to increase the coordination between land use and future water supply planning within 18 months of the adoption of the Lower East Coast (LEC) Water Supply Plan, as required by Chapter 163, Florida Statutes. (Future Land Use Element, Policy 14.1.2).

- The City of Sunrise will provide immediate and ongoing coordination with the South Florida Water Management District (SFWMD) to ensure that the City's plans, requirements and related actions contained in the Ten-Year Water Supply Facilities Work Plan are consistent with the Lower East Coast (LEC) Regional Water Supply Plan (Intergovernmental Coordination Element, Policy 1.1.19).

- The City of Sunrise shall coordinate the Comprehensive Plan and its implementation with the State, the South Florida Regional Planning Council (SFRPC), Broward County and adjacent municipalities, as well as the School Board of Broward County (SBBC), the South Florida Water Management District (SFWMD), and all applicable special districts, as needed (Intergovernmental Coordination Element, Objective 1.1).

- The City of Sunrise will review reports and plans prepared by the South Florida Water Management District (SFWMD), the Broward County Solid Waste Disposal District (BCSWDD) and the Central Broward Water Control District (CBWCD) and identify potential conflicts with the City's adopted Comprehensive Plan (Intergovernmental Coordination Element, Policy 1.1.12).

- The City of Sunrise, in cooperation with the appropriate federal, state, county and other local governmental agencies, shall encourage the appropriate coordinated level of service (LOS) facilities and services. The City of Sunrise shall continue to provide utility services to governments with which the City has executed agreements and will continue to exchange information with surrounding local governments regarding relative items affecting the standing of such service agreements (Intergovernmental Coordination Element, Objective 1.2; Policy 1.2.4).

- Where appropriate and feasible, the City of Sunrise's Ten-Year Water Supply Facilities Plan shall include ongoing collaborative approaches with other local governments for long term alternative water supply source use and water treatment technology. The City of Sunrise will hold annual meetings with local governments in the City's Water Service Area and the South Florida Water Management District (SFWMD) to discuss forecasted populations, service area expansions, review of land use changes that increase water supply demand and review the implementation of conservation reuse programs and alternative water supplies. (Infrastructure Element, Policy 1.1.12; Intergovernmental Coordination Element, Policy 1.1.21).

- The City of Sunrise will continue to provide centralized wastewater, solid waste, drainage and potable water facilities and services to meet existing and projected demands identified in this plan; as such the City will not permit septic tanks and potable wells. (Infrastructure Element, Goal 2).

- The City of Sunrise shall ensure and identify the consistency of local level of service (LOS) standards by contacting all local governments in which water service is provided and obtain current information, including: populations, LOS, service areas, and water supply facilities, and evaluate if future modification to either the service agreement or LOS standards should be included in subsequent Comprehensive Plan amendments. (Intergovernmental Coordination Element, Policy 1.2.5).

- The City of Sunrise shall negotiate or renew inter-local agreements with local governments in which water is supplied, ensuring contractual agreement of the adopted level of service (LOS) standards, service area, populations and time periods for services provided. (Intergovernmental Coordination Element, Policy 1.2.6).

- The City of Sunrise shall participate in updates to the Broward County Population Forecast and Allocation Model (PFAM), prepared by Broward County, to ensure projections accurately reflect existing and anticipated development within the City. City staff will provide information relating to land use, housing, and building permits to the appropriate person(s) in order to enable the County to develop coordinated and consistent population projections. (Intergovernmental Coordination Element, Policy 1.4.2)

- Upon adoption of the Broward County Population Forecast and Allocation Model (PFAM) into the Broward County Land Use Plan (BCLUP), the City of Sunrise shall review the final projections to ensure the population estimates and projections, prepared by Broward County, accurately reflect existing and/or anticipated future development within the City. (Intergovernmental Coordination Element, Policy 1.4.3)

- The City of Sunrise shall continue to review proposed comprehensive plan amendments of adjacent municipalities and Unincorporated Broward County which may affect the anticipated needs for wastewater and/or potable water services. (Intergovernmental Coordination Element, Policy 1.4.6)

- The City of Sunrise shall review the level of service (LOS) standards adopted, or amended, by all adjacent local governments that receive water from the City. (Intergovernmental Coordination Element, Policy 1.2.7).

- Concurrency Management System: Public facilities and services will be available at a level of service (LOS) established within the City of Sunrise Comprehensive Plan concurrent with impacts of development (Concurrency Management System). (Future Land Use Element, Objective 10.4).

- The City shall administer a Concurrency Management System to effectively manage new growth and to ascertain whether necessary facilities identified within the Capital Improvement Element are being constructed in accordance with the schedules therein and to measure the development capacity of such facilities in a given area at a given time. This review of public facilities shall cover at least a five (5) year period. (Future Land Use Element, Policy 10.4.1).

- To ensure that the necessary facilities and services are available concurrent with the impacts of development, the City shall continue to implement, and amend as necessary, the City of Sunrise Code of Ordinances. (Future Land Use Element, Policy 10.4.3).

- Amendments to the City of Sunrise Future Land Use Map proposing industrial uses that could result in contamination of the aquifer shall be discouraged within wellfield protection zones of influence (as identified by the Broward County Wellfield Protection Ordinance). (Future Land Use Element, Policy 14.1.4).

- Provide immediate and ongoing coordination of water supply planning and land use planning activities of the City of Sunrise with municipalities receiving water from the City and provide water to ensure that the water needs of the City's residents and other municipalities within the City's Water Service Area are met. (Future Land Use Element, Objective 14.5).

- Maintain consistency between the demand calculations in the City of Sunrise's Ten-Year Water Supply Facilities Work Plan and the population projections contained in the Future Land Use Element. (Future Land Use Element, Policy 14.5.1).

- Provide ongoing monitoring of water demands and applications related to future land use plan amendments located within the City's Water Service Area as defined in the City of Sunrise's Ten-Year Water Supply Facilities Work Plan. (Future Land Use Element, Policy 14.5.2).

- The City of Sunrise shall provide timely amendments to its Code of Ordinances in order to encourage water conservation through a tiered water and wastewater fee structure, which effectively discourages the use of water for all but essential needs by increasing the rates for abnormally high usages by types of use (i.e., business, residential, landscaping, etc.). (Future Land Use Element, Policy 14.5.3).

- The City of Sunrise will provide the South Florida Water Management District (SFWMD) with all required reports based on the Ten-Year Water Supply Facilities Plan, including on the status of the development of new alternative water supply facilities. (Intergovernmental Coordination Element, Policy 1.1.20).

- Aquifer protection through responsible land use and activity. To protect aquifers and groundwater resources and prevent pollution the City will discourage septic tanks and potable wells. (Infrastructure Element Objective 3.2, Policy 3.2.1).

LEVEL OF SERVICE

- Levels of Service (LOS) and Concurrency Management: The City of Sunrise shall implement procedures to ensure that at the time a development order or permit is issued, adequate facility capacity is available or will be available when needed to serve the development prior to issuance of a building permit. (Infrastructure Element, Objective 1.1).

- The following level of service (LOS) standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

FACILITY LEVEL OF SERVICE (LOS) STANDARD

Potable Water Annual average daily flow shall not exceed 90 percent (90%) of design capacity of the combined treatment plants. The system shall maintain the capacity to produce and deliver ~~102~~ 101 gallons per person per day. This LOS is calculated based on

the methodology acceptable to South Florida Water Management District. (Infrastructure Element, Policy 1.1.1)

Wastewater Annual average daily flow shall not exceed 90 percent (90%) of design capacity of each treatment plant. The system shall maintain the capacity to collect, treat and dispose of ~~93~~ 92 gallons per person per day (Infrastructure Element, Policy 1.1.1).

- The City of Sunrise hereby adopts by reference the 10-Year Water Supply Facilities Work Plan, prepared by Stantec Consulting Services, Inc., dated ~~January 2020~~ July 2025, for a planning period of not less than 10 years. The 10-Year Water Supply Facilities Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City of Sunrise Utility Service Area. The City shall review and update the Work Plan at least every five (5) years within eighteen (18) months after the governing board of the South Florida Water Management District (SFWMD) approves an updated Regional Water Supply Plan. Any changes affecting the 10-Year Water Supply Facilities Work Plan shall be included in the annual update to the Five-Year Schedule of Capital Improvements to ensure consistency between the Infrastructure Element and the Capital Improvements Element (Infrastructure Element, Policy 1.1.13).

- Assure that adequate water supplies and potable water facilities meeting the adopted level of service (LOS) shall be in place and available to serve new development no later than the issuance of a building permit. (Infrastructure Element, Policy 1.1.7).

- The City of Sunrise, in cooperation with the appropriate federal, state, county and other local governmental agencies, shall encourage the appropriate coordinated level of service facilities and services. The City of Sunrise shall continue to provide utility services to governments with which the City has executed agreements and will continue to exchange information with surrounding local governments regarding relative items affecting the standing of such service agreements (Intergovernmental Coordination Element, Objective 1.2; Policy 1.2.4).

COMPLIANCE

- Monitor water usage for compliance with the City of Sunrise's ~~Consumptive~~ Water Use Permit. (Infrastructure Element, Policy 1.1.8).

- Maintain a Water Supply Facilities Work Plan for at least a 10 year planning period addressing the water supply facilities necessary to serve existing and future development within the City's water service area. (Infrastructure Element, Policy 1.1.10).

- Wellfields: Protect the quality and quantity of the City of Sunrise's potable water supply and eliminate the presence of all regulated substances, as defined in Chapter 27, Article XIII, Broward County Wellfield Protection Ordinance, as amended, Broward County Code of Ordinances from the potable wellfield zones of influence of Sunrise's existing and planned wellfields, as depicted on the Wellfields Map (Figure A-2). (Future Land Use Element, Objective 14.1).

- Update adopted level of service (LOS) for consistency with the South Florida Water Management Districts (SFWMD) Lower East Coast (LEC) Water Supply Plan when proposing or amending the Ten-Year Water Supply Facilities Work Plan. At a minimum, this coordination shall take place within eighteen (18) months following an update to the LEC and be documented in the text of the Water Supply Facilities Work Plan. (Infrastructure Element, Policy 1.1.11).

CAPITAL IMPROVEMENTS

- Projected demands for the Five-Year Schedule of Capital Improvement needs for public facilities, will be met by undertaking projects listed in the Capital Improvement Element and by scheduling projects as identified in the Infrastructure and analysis. (Infrastructure Element, Objective 2.2).

- The annual summaries of facility capacity and demands information prepared by the Utilities Department shall be used to evaluate the need for timing, location and type of projects to extend or increase the capacity of existing facilities. (Infrastructure Element, Policy 2.2.1).

- All projects required to meet projected demands shall be scheduled in the Capital Improvements Element of this plan in accordance with the requirements of Section 163.3177(3), Florida Statutes, and in compliance with the Ten-Year Water Supply Facilities Work Plan.(Infrastructure Element, Policy 2.2.2).

- Wastewater: Annual average daily flow shall not exceed 90 percent (90%) of design capacity until buildout. The system shall maintain the capacity to collect, treat and dispose of ~~93~~ 92 gallons per person per day (Capital Improvements Element, Policy 1.2.1).

- Potable Water: Average daily flow shall not exceed ninety percent (90%) of design capacity of the combined treatment plants. The system shall maintain the capacity to produce and deliver ~~102~~ 101 gallons per person per day. (Capital Improvements Element, Policy 1.2.3).

- The City of Sunrise shall adequately fund and make capital improvements through the City's Renewal and Replacement Program necessary to keep its present public facilities in good condition and to accommodate new development, within sound fiscal practices. (Capital Improvements Element, Policy 1.2.10).

- The City of Sunrise shall provide adequate potable water and wastewater facilities meeting the adopted level of service (LOS) and available to serve new development concurrent with the impacts of development, or that development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development prior to the issuance of a Certificate of Occupancy. (Capital Improvements Element, Policy 1.2.11).

- The City of Sunrise shall implement the water supply projects described in the Ten-Year Water Supply Facilities Work Plan. These improvements shall be incorporated into the Capital Improvements Element and the City's budget on an annual basis. (Capital Improvements Element, Policy 1.2.12).

CONSERVATION

- The City of Sunrise shall continue to use multiple programs for year-round water conservation. (Conservation Element, Policy 1.6.1).
- The City of Sunrise shall work with the South Florida Water Management District (SFWMD), Broward County, municipalities, independent drainage districts, and neighboring counties to plan for and develop additional surface water storage and conveyance improvements for supply, including those for the C-51 Reservoir project (Conservation Element, Policy 1.6.11).
- The City of Sunrise shall adopt water conservation measures similar to those adopted by the South Florida Water Management District (SFWMD) in the Lower East Coast (LEC) Water Supply Plan. (Future Land Use Element, Policy 14.1.3)
- The City of Sunrise is committed to support the C-51 Reservoir Project~~, identifying potential demands from thirty 30 year population projections~~ through its Water Use Permit, and will participate in a collaborative process with Broward County, Fort Lauderdale and other willing cities in Broward, Palm Beach and Miami-Dade counties for delivery of this alternative water supply program of projects (Intergovernmental Coordination Element, Policy 1.1.24).
- Conserve potable water by pursuing implementation of the water conservation practices described in the Ten-Year Water Supply Facilities Work Plan (Infrastructure Element, Objective 2.3).
- Irrigation with potable water will be discouraged. (Infrastructure Element, Policy 2.3.1).
- Continue to implement a monitoring plan for construction water usage through the installation for temporary meters. (Infrastructure Element, Policy 2.3.2).
- Increase rates for abnormally high usages by type of business or residential use. (Infrastructure Element, Policy 2.3.3).
- The City of Sunrise shall coordinate as needed with the South Florida Water Management District (SFWMD) to evaluate the development and potential implementation of a program for the voluntary conservation of water through rationing or restricting usage periods. (Infrastructure Element, Policy 2.3.4).
- Require low volume water saving fixtures. (Infrastructure Element, Policy 2.3.5).
- Continue to evaluate other methods of encouraging water conservation such as the reuse of reclaimed water as provided in the 10-Year Water Supply Facilities Plan. (Infrastructure Element, Policy 2.3.6).
- The City of Sunrise shall immediately provide conservation measures by implementing process improvements associated with treatment of water from the Sawgrass plant to increase treatment efficiency by five percent (5%) and reduce water lost from the water treatment process. (Infrastructure Element, Policy 2.3.7).

- The City of Sunrise shall use land development regulations to preserve key natural groundwater aquifer recharge areas. The City of Sunrise shall not allow development identified as non-complying to Broward County Ordinance 89.6 and which does not protect or conserve existing fisheries, wildlife habitats, lakes, floodplains, and wetlands. (Conservation Element, Policy 1.3.3).

- In order to protect and preserve the Biscayne Aquifer the City of Sunrise will utilize alternative water supplies to supplement the City's ~~consumptive use~~ Water Use permit water withdrawal allocation. (Conservation Element, Policy 1.3.6).

- The City of Sunrise shall provide for emergency conservation of water in accordance with the plans of the South Florida Water Management District (SFWMD) and the City's Ten-Year Water Supply Facilities Work Plan. (Conservation Element, Objective 1.6).

- The City of Sunrise shall immediately implement emergency measures for conservation of water resources when required or requested by the South Florida Water Management District (SFWMD). Conservation action shall include but not be limited to: a program for the voluntary conservation of water through restricting usage periods and/or rationing. Nonessential water usage such as lawn watering and other outdoor activities would be limited to certain days of the week and times of the day as required by the SFWMD. (Conservation Element, Policy 1.6.2).

- The City of Sunrise shall continue to require through the Land Development Code (LDC) requiring Florida Friendly plantings in all new developments and redevelopment, which will reduce the overall amount of all types of water to be used for irrigation purposes. (Conservation Element, Policy 1.6.3).

- The City of Sunrise shall continue the usage monitoring campaign which includes the identification of potential sources of illegal water use (i.e., construction activity, non-metered facilities, etc.). Penalties for illegal water use should continue to be enforced by the City. If necessary, to encourage conservation by the public, an awareness campaign in conjunction with the SFWMD will be publicized. (Conservation Element, Policy 1.6.4).

- The City of Sunrise should encourage conservation by the public through an educational awareness campaign supporting environmental education program (Conservation Element, Policy 1.6.7).

- The City of Sunrise shall provide timely amendments to its Land Development Code (LDC) to encourage water conservation through a tiered water and waste water fee structure, which effectively discourages the use of water for all but essential needs by increasing the rates for abnormally high usages by types of use (e.g., business, residential, landscaping, etc.). (Conservation Element, Policy 1.6.5).

- The City of Sunrise shall continue to support the Broward NatureScape Program, which promotes landscapes that conserve water, protect water quality, and creates wildlife habitat in new development and redevelopment. (Conservation Element, Policy 1.6.6).

- In an effort to reduce water usage, the City of Sunrise shall immediately utilize measures outlined in the Water Conservation Ordinance for Landscape Irrigation and Florida Department of Environmental Protection's (FDEP) Florida Statewide Comprehensive Water Conservation Program for Public Water Supply. (Conservation Element, Policy 1. 6.8).

- The City of Sunrise shall require new development and redevelopment to implement automatic self-actuating water conservation measures, to be utilized year-round during periods of declared drought. These conservation measures include restricted water use for irrigation purposes to the hours indicated in the South Florida Water Management District's (SFWMD) Comprehensive Water Conservation Plan. (Conservation Element, Policy 1.6.9).

- The City of Sunrise shall continue to seek conservation measures for implementing process improvements associated with treatment of water from the City's water and wastewater treatment plants (WWWTP) to increase treatment efficiency and reduce water lost from the water treatment process. (Conservation Element, Policy 1.6.10).

REUSE

- Groundwater Recharge: The City of Sunrise shall continue to protect the function of designated aquifer recharge areas through implementation of the following policies and land development regulations. (Infrastructure Element, Objective 3.1).

- Natural groundwater aquifer recharge areas will be maintained to provide for quality groundwater recharge. (Infrastructure Element, Policy 3.1.1).

- The City of Sunrise will coordinate with local, state and federal agencies to achieve regional aquifer recharge protection objectives. (Infrastructure Element, Policy 3.1.3).

- The City of Sunrise shall participate in the development and implementation of aquifer recharge area protection programs to meet national, state or regional objectives. (Infrastructure Element, Policy 3.1.4).

- The City of Sunrise shall work the South Florida Water Management District (SFWMD), municipalities, independent drainage districts and neighboring counties to plan and develop additional surface water storage opportunities including the C-51 Reservoir Project in Palm Beach County and the water preserve areas in western Broward County. (Infrastructure Element, Policy 3.1.5).

6.10 CONCLUSIONS

The City of Sunrise Water Utility has a long-standing practice for planning and developing a water system capable of meeting all the needs of its customers, both current and future. This is evidenced by its construction and operation of a water system capable of meeting not only today's demands but also demands through 2045.

As the South Florida Water Management District determined that the Biscayne Aquifer water resource can no longer be relied upon to supply future growth demands following the passage of the Water Availability Rule, the City has prepared to draw upon alternative water sources to meet future needs, as well as implemented measures to enhance efficiency and prevent losses, and have prepared to deliver beneficial wastewater reuse projects, initiated installation of Advanced Metering Infrastructure to reduce unaccounted for water losses and participated in the C-51 Reservoir Project to make up raw water supply shortfalls. These projects, along with our inter-governmental coordination, and active conservation measures, which range from policies and programs that include the guidance of sound land use planning, development, and landscaping; as well as consumer outreach, education, assistance (incentives), and enforcement, combine to position the City to be responsive to its water supply needs.

In summary, the City has prepared this Plan to ensure its water supply and facilities will meet its future demands. This Plan has been prepared as per State and regional coordination requirements, specifically as per the South Florida Water Management District's 2024 regional Lower East Coast Water Supply Plan. Local governments are required to update and adopt their Water Supply Facilities Work Plan by March 2026.

In preparing this Plan, the water supply and demand projections were formulated through assessment of population growth projections and anticipated development. The projections were compared to the data in the SFWMD's Lower East Coast Plan and to Broward County's population projections, and robust inter-governmental coordination was conducted with the local governments within the service area to review for any planned land use amendments or developments that may impact projections and require consideration in planning.

This Water Supply Work Plan, as formulated, matches alternative source water development with water demand growth. The result is a Plan that the City can fund from cash reserves for the next five years. It is a plan that satisfies the requirements of its Water Use Permit and meets projected growth. Additionally, the plan is designed to minimize the City's risk by providing significant flexibility with the timing of new facilities, thus minimizing capital outlay until it is needed.

Regulatory compliance, such as PFAS compliance, was also considered in the development of this Plan. In particular, the Plan to meet projected growth and future demand builds from the conditions and requirements of the Water Use Permit. In addition, the City's Plan incorporates measures integrating related regulatory requirements and policy objectives, such as those around water conservation.

Table 6-3. Comparison of Facility Capacity and Anticipated Future Permitted Amount

	2025	2030	2035	2040	2045
Population Served	236,400	238,900	240,000	240,400	248,000
Average Daily Demand (Finished) (MGD)[1]	23.88	24.68	25.62	25.65	26.43
Demand per Capita Finished (GPCD)	101	101	101	101	101
Available Facility Capacity (MGD)	51.50	53.50	61.50	61.50	61.50
Facility Capacity Surplus (Deficit)[2]	27.62	28.82	35.88	35.85	35.07
Anticipated Permitted Amount (MGD Ann. Avg.)	29.09	29.09	32.77	32.77	32.77
Anticipated Permitted Surplus MGD (Deficit)[3]	2.68	1.64	2.63	2.59	1.81

[1]MGD = Million Gallons per Day

[2] Calculated by subtracting Average Daily Demand from Available Facility Capacity

[3]The currently permitted raw water amount is 32.31 MGD (including C-51 Reservoir and limited by maximum yearly withdrawal). The City has applied for Water Use Permit for C-51 Reservoir Project allocation. For the purpose of this calculation, existing Biscayne Aquifer allocation will remain under 29.09 until 3031, and after will be 32.31 MGD. and Floridan Aquifer allocation is not yet included (2 MGD). Additional water demands will be met by C-51 Reservoir Project source supply associated credits, Advanced Metering Infrastructure, and additional permitted withdrawal from Floridan Aquifer.
(Source: Computed by City of Sunrise, Stantec, 2025)

Table 6-4. City of Sunrise, Water Supply Project Capital Costs

	Expenditure[1] (In Millions of Dollars)						
Project Name	**Funding Source**	**2026**	**2027**	**2028**	**2029**	**2030**	**Five-Year Totals**
Springtree WTP RO to Nanofiltration (NF) Conversion– Phase I	403 & 465	3.8					3.8
Springtree WTP Nanofiltration – Phase II	465	7.2					7.2
Springtree WTP Upgrades to Address PFAS	465	6.4				99	105.4
Southwest WWTP Deep Injection Well	465	6.9	5.0				11.9
Advanced Metering Infrastructure	465 & 475	11.2					11.2

1. Source: Adopted Five-Year Capital Improvement Program – Fiscal Year 2025/2026
(Source: City of Sunrise, 2025)

Appendix A GROWTH POLICY; COUNTY AND MUNICIPAL PLANNING; LAND DEVELOPMENT REGULATION, CHAPTER 163, F.S. RELATED TO WATER SUPPLY PLANNING

CHAPTER 163 RELEVANT PORTIONS OF CITED FLORIDA STATUTE PROVISIONS

CITED FLORIDA STATUTE PROVISIONS (RELEVANT PORTIONS ONLY)

Source: Chapter 163, Part II, Florida Statutes (2024) – Growth Policy; County and Municipal Planning; Land Development Regulation

163.3167(9): Each local government shall address in its comprehensive plan, as enumerated in this chapter, the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable plan developed pursuant to s. 373.709.

163.3177(3)(a): The comprehensive plan must contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth all of the following:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components must cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding. The schedule must:
    a. Include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility;
    b. Where applicable, include a list of projects necessary to achieve the pollutant load reductions attributable to the local government, as established in a basin management action plan pursuant to s. 403.067(7); and
    c. Be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

163.3177(4)(a): Coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region; with the appropriate water management district's regional water supply plans approved pursuant to s. 373.709; and with adopted rules pertaining to designated areas of critical state concern shall be a major objective of the local comprehensive planning process. To that end, in the preparation of a comprehensive plan

or element thereof, and in the comprehensive plan or element as adopted, the governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist.

163.3177(5)(a): Each local government comprehensive plan must include at least two planning periods, one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process.

163.3177(6)(a): A future land use plan element designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category. The element shall establish the long-term end toward which land use programs and activities are ultimately directed.

163.3177(6)(a)2: The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:

a) The amount of land required to accommodate anticipated growth.
b) The projected permanent and seasonal population of the area.
c) The character of undeveloped land.
d) The availability of water supplies, public facilities, and services.
e) The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
f) The compatibility of uses on lands adjacent to or closely proximate to military installations.
g) The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
h) The discouragement of urban sprawl.
i) The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.
j) The need to modify land uses and development patterns within antiquated subdivisions.

163.3177(6)(c): A general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element correlated to principles and guidelines for future land use, indicating ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area. The element may be a detailed engineering plan including a topographic map depicting areas of prime groundwater recharge.

1. Each local government shall address in the data and analyses required by this section those facilities that provide service within the local government's jurisdiction. Local governments that provide facilities to serve areas within other local government jurisdictions shall also address those facilities in the data and analyses required by this section, using data from the comprehensive plan for those areas for the purpose of projecting facility needs as required in this subsection. For shared facilities, each local government shall indicate the proportional capacity of the systems allocated to serve its jurisdiction.
2. The element must describe the problems and needs and the general facilities that will be required for solution of the problems and needs, including correcting existing facility

deficiencies. The element must address coordinating the extension of, increase in the capacity of, or upgrade in treatment of facilities to meet future needs; prioritizing advanced waste treatment while maximizing the use of existing facilities and discouraging urban sprawl; conserving potable water resources; and protecting the functions of natural groundwater recharge areas and natural drainage features.

3. Within the local government's jurisdiction, for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the element must consider the feasibility of providing sanitary sewer services within a 10-year planning horizon and must identify the name and location of the wastewater facility that could receive sanitary sewer flows after connection; the capacity of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer; and a timeline for the construction of the sanitary sewer system. An onsite sewage treatment and disposal system is presumed to exist on a parcel if sanitary sewer services are not available at or adjacent to the parcel boundary. Each comprehensive plan must be updated to include this element by July 1, 2024, and as needed thereafter to account for future applicable developments. This subparagraph does not apply to a local government designated as a rural area of opportunity under s. 288.0656.
4. Within 18 months after the governing board approves an updated regional water supply plan, the element must incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b). If a local government is located within two water management districts, the local government must adopt its comprehensive plan amendment within 18 months after the later updated regional water supply plan. The element must identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in s. 373.709(2)(a) within the local government's jurisdiction and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are identified in the element as necessary to serve existing and new development. The work plan must be updated, at a minimum, every 5 years within 18 months after the governing board of a water management district approves an updated regional water supply plan. Local governments, public and private utilities, regional water supply authorities, special districts, and water management districts are encouraged to cooperatively plan for the development of multijurisdictional water supply facilities that are sufficient to meet projected demands for established planning periods, including the development of alternative water sources to supplement traditional sources of groundwater and surface water supplies.
5. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government shall cooperate with, and provide relevant

data to, any local government or utility provider that provides service within its jurisdiction, and shall keep its general sanitary sewer, solid waste, potable water, and natural groundwater aquifer recharge element updated in accordance with s. 163.3191.

163.3177(6)(d): A conservation element for the conservation, use, and protection of natural resources in the area, including air, water, water recharge areas, wetlands, waterwells, estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes, harbors, forests, fisheries and wildlife, marine habitat, minerals, and other natural and environmental resources, including factors that affect energy conservation.

1. The following natural resources, where present within the local government's boundaries, shall be identified and analyzed and existing recreational or conservation uses, known pollution problems, including hazardous wastes, and the potential for conservation, recreation, use, or protection shall also be identified:
    a. Rivers, bays, lakes, wetlands including estuarine marshes, groundwaters, and springs, including information on quality of the resource available.
    b. Floodplains.
    c. Known sources of commercially valuable minerals.
    d. Areas known to have experienced soil erosion problems.
    e. Areas that are the location of recreationally and commercially important fish or shellfish, wildlife, marine habitats, and vegetative communities, including forests, indicating known dominant species present and species listed by federal, state, or local government agencies as endangered, threatened, or species of special concern.
2. The element must contain principles, guidelines, and standards for conservation that provide long-term goals and which:
    a. Protects air quality.
    b. Conserves, appropriately uses, and protects the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters and protect from activities and land uses known to affect adversely the quality and quantity of identified water sources, including natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water supply.
    c. Provides for the emergency conservation of water sources in accordance with the plans of the regional water management district.
    d. Conserves, appropriately uses, and protects minerals, soils, and native vegetative communities, including forests, from destruction by development activities.
    e. Conserves, appropriately uses, and protects fisheries, wildlife, wildlife habitat, and marine habitat and restricts activities known to adversely affect the survival of endangered and threatened wildlife.
    f. Protects existing natural reservations identified in the recreation and open space element.
    g. Maintains cooperation with adjacent local governments to conserve, appropriately use, or protect unique vegetative communities located within more than one local jurisdiction.

h. Designates environmentally sensitive lands for protection based on locally determined criteria which further the goals and objectives of the conservation element.
i. Manages hazardous waste to protect natural resources.
j. Protects and conserves wetlands and the natural functions of wetlands.
k. Directs future land uses that are incompatible with the protection and conservation of wetlands and wetland functions away from wetlands. The type, intensity or density, extent, distribution, and location of allowable land uses and the types, values, functions, sizes, conditions, and locations of wetlands are land use factors that shall be considered when directing incompatible land uses away from wetlands. Land uses shall be distributed in a manner that minimizes the effect and impact on wetlands. The protection and conservation of wetlands by the direction of incompatible land uses away from wetlands shall occur in combination with other principles, guidelines, standards, and strategies in the comprehensive plan. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetlands functions.

3. Current and projected needs and sources for at least a 10-year period based on the demands for industrial, agricultural, and potable water use and the quality and quantity of water available to meet these demands shall be analyzed. The analysis shall consider the existing levels of water conservation, use, and protection and applicable policies of the regional water management district and further must consider the appropriate regional water supply plan approved pursuant to s. 373.709, or, in the absence of an approved regional water supply plan, the district water management plan approved pursuant to s. 373.036(2). This information shall be submitted to the appropriate agencies.

163.3177(6)(h)1.: An intergovernmental coordination element showing relationships and stating principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.709, as the case may require and as such adopted plans or plans in preparation may exist. This element of the local comprehensive plan must demonstrate consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require.

a) The intergovernmental coordination element must provide procedures for identifying and implementing joint planning areas, especially for the purpose of annexation, municipal incorporation, and joint infrastructure service areas.
b) the intergovernmental coordination element shall provide for a dispute resolution process, as established pursuant to s. 186.509, for bringing intergovernmental disputes to closure in a timely manner.
c) The intergovernmental coordination element shall provide for interlocal agreements as established pursuant to s. 333.03(1)(b).

163.3177(6)(h)3.b.: Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

163.3180: Concurrency

163.3180(1): Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. Additional public facilities and services may not be made subject to concurrency on a statewide basis without approval by the Legislature; however, any local government may extend the concurrency requirement so that it applies to additional public facilities within its jurisdiction.

163.3180(1)(a): If concurrency is applied to other public facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application. In order for a local government to rescind any optional concurrency provisions, a comprehensive plan amendment is required. An amendment rescinding optional concurrency issues shall be processed under the expedited state review process in s. 163.3184(3), but the amendment is not subject to state review and is not required to be transmitted to the reviewing agencies for comments, except that the local government shall transmit the amendment to any local government or government agency that has filed a request with the governing body and, for municipal amendments, the amendment shall be transmitted to the county in which the municipality is located. For informational purposes only, a copy of the adopted amendment shall be provided to the state land planning agency. A copy of the adopted amendment shall also be provided to the Department of Transportation if the amendment rescinds transportation concurrency and to the Department of Education if the amendment rescinds school concurrency.

163.3180(1)(b): The local government comprehensive plan must demonstrate, for required or optional concurrency requirements, that the levels of service adopted can be reasonably met. Infrastructure needed to ensure that adopted level-of-service standards are achieved and maintained for the 5-year period of the capital improvement schedule must be identified pursuant to the requirements of s. 163.3177(3). The comprehensive plan must include principles, guidelines, standards, and strategies for the establishment of a concurrency management system.

163.3180(2): Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent. A local government may meet the concurrency requirement for sanitary sewer through the use of onsite sewage treatment and disposal systems approved by the Department of Environmental Protection to serve new development.

163.3180(3): Governmental entities that are not responsible for providing, financing, operating, or regulating public facilities needed to serve development may not establish binding level-of-service standards on governmental entities that do bear those responsibilities.

163.3191: **Evaluation and appraisal of comprehensive plan.**

163.3191(1): At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. The notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period.

163.3191(2): If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government must prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.

163.3191(3): Local governments shall comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section must be reviewed pursuant to s. 163.3184(4). Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

163.3191(4): If a local government fails to submit the letter and affidavit prescribed by subsection (1) or to transmit the update to its plan pursuant to subsection (3) within 1 year after the date the letter was transmitted to the state land planning agency, it may not initiate or adopt any publicly initiated plan amendments to its comprehensive plan until such time as it complies with this section, unless otherwise required by general law. This prohibition on plan amendments does not apply to privately initiated plan amendments. The failure of the local government to timely update its plan may not be the basis for the denial of privately initiated comprehensive plan amendments.

163.3191(5): If it is determined that a local government has failed to update its comprehensive plan pursuant to this section, the state land planning agency must provide the required population projections that must be used by the local government to update the comprehensive plan. The local government shall initiate an update to its comprehensive plan within 3 months following the receipt of the population projections and must transmit the update within 12 months. If the state land planning agency finds the update is not in compliance, it must establish the timeline to address the deficiencies, not to exceed an additional 12-month period. If the update is challenged by a third party, the local government may seek approval from the state land planning agency to process publicly initiated plan amendments that are necessary to accommodate population growth during the pendency of the litigation. During the update process, the local government may provide alternative population projections based on professionally accepted methodologies, but only if those population projections exceed the population projections provided by the state land planning agency and only if the update is completed within the timeframe set forth in this subsection.

163.3191(5): The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with the requirements of this section.

CHAPTER 373 2024 FLORIDA STATUTES

2024 FLORIDA STATUTES
(INCLUDING 2025 SPECIAL SECTION C)

Source: Chapter 373, Water Resources - Title XXVIII, Natural Resources; Conservation, Reclamation, and Use.

373.709: Regional water supply planning.—

373.709(1): The governing board of each water management district shall conduct water supply planning for a water supply planning region within the district identified in the appropriate district water supply plan under s. 373.036, where it determines that existing sources of water are not adequate to supply water for all existing and future reasonable-beneficial uses and to sustain the water resources and related natural systems for the planning period. The planning must be conducted in an open public process, in coordination and cooperation with local governments, regional water supply authorities, government-owned and privately owned water and wastewater utilities, multijurisdictional water supply entities, self-suppliers, reuse utilities, the Department of Environmental Protection, the Department of Agriculture and Consumer Services, and other affected and interested parties. The districts shall actively engage in public education and outreach to all affected local entities and their officials, as well as members of the public, in the planning process and in seeking input. During preparation, but before completion of the regional water supply plan, the district shall conduct at least one public workshop to discuss the technical data and modeling tools anticipated to be used to support the regional water supply plan. The district shall also hold several public meetings to communicate the status, overall conceptual intent, and impacts of the plan on existing and future reasonable-beneficial uses and related natural systems. During the planning process, a local government may choose to prepare its own water supply assessment to determine if existing water sources are adequate to meet existing and projected reasonable-beneficial needs of the local government while sustaining water resources and related natural systems. The local government shall submit such assessment, including the data and methodology used, to the district. The district shall consider the local government's assessment during the formation of the plan. A determination by the governing board that initiation of a regional water supply plan for a specific planning region is not needed pursuant to this section is subject to s. 120.569. The governing board shall reevaluate the determination at least once every 5 years and shall initiate a regional water supply plan, if needed, pursuant to this subsection.

373.709(2): Each regional water supply plan must be based on at least a 20-year planning period and must include, but need not be limited to:

(a) A water supply development component for each water supply planning region identified by the district which includes:

1. A quantification of the water supply needs for all existing and future reasonable-beneficial uses within the planning horizon. The level-of-certainty planning goal associated with identifying the water supply needs of existing and future reasonable-

beneficial uses must be based upon meeting those needs for a 1-in-10-year drought event.

a. Population projections used for determining public water supply needs must be based upon the best available data. In determining the best available data, the district shall consider the University of Florida Bureau of Economic and Business Research (BEBR) medium population projections and population projection data and analysis submitted by a local government pursuant to the public workshop described in subsection (1) if the data and analysis support the local government's comprehensive plan. Any adjustment of or deviation from the BEBR projections must be fully described, and the original BEBR data must be presented along with the adjusted data.
b. Agricultural demand projections used for determining the needs of agricultural self-suppliers must be based upon the best available data. In determining the best available data for agricultural self-supplied water needs, the district shall consider the data indicative of future water supply demands provided by the Department of Agriculture and Consumer Services pursuant to s. 570.93 and agricultural demand projection data and analysis submitted by a local government pursuant to the public workshop described in subsection (1), if the data and analysis support the local government's comprehensive plan. Any adjustment of or deviation from the data provided by the Department of Agriculture and Consumer Services must be fully described, and the original data must be presented along with the adjusted data.

2. A list of water supply development project options, including traditional and alternative water supply project options that are technically and financially feasible, from which local government, government-owned and privately owned utilities, regional water supply authorities, multijurisdictional water supply entities, self-suppliers, and others may choose for water supply development. In addition to projects listed by the district, such users may propose specific projects for inclusion in the list of alternative water supply projects. If such users propose a project to be listed as an alternative water supply project, the district shall determine whether it meets the goals of the plan, and, if so, it shall be included in the list. The total capacity of the projects included in the plan must exceed the needs identified in subparagraph 1. and take into account water conservation and other demand management measures, as well as water resources constraints, including adopted minimum flows and minimum water levels and water reservations. Where the district determines it is appropriate, the plan should specifically identify the need for multijurisdictional approaches to project options that, based on planning level analysis, are appropriate to supply the intended uses and that, based on such analysis, appear to be permittable and financially and technically feasible. The list of water supply development options must contain provisions that recognize that alternative water supply options for agricultural self-suppliers are limited.
3. For each project option identified in subparagraph 2., the following must be provided:
   a. An estimate of the amount of water to become available through the project.
   b. The timeframe in which the project option should be implemented and the estimated planning-level costs for capital investment and operating and maintaining the project.
   c. An analysis of funding needs and sources of possible funding options. For alternative water supply projects, the water management districts shall provide funding assistance pursuant to s. 373.707(8).

d. Identification of the entity that should implement each project option and the current status of project implementation.

(b) A water resource development component that includes:

1. A listing of those water resource development projects that support water supply development for all existing and future reasonable-beneficial uses as described in paragraph (a) and for the natural systems as identified in the recovery or prevention strategies for adopted minimum flows and minimum water levels or water reservations.
2. For each water resource development project listed:
   a. An estimate of the amount of water to become available through the project for all existing and future reasonable-beneficial uses as described in paragraph (a) and for the natural systems as identified in the recovery or prevention strategies for adopted minimum flows and minimum water levels or water reservations.
   b. The timeframe in which the project option should be implemented and the estimated planning-level costs for capital investment and for operating and maintaining the project.
   c. An analysis of funding needs and sources of possible funding options.
   d. Identification of the entity that should implement each project option and the current status of project implementation.

(c) The recovery and prevention strategy described in s. 373.0421(2).

(d) A funding strategy for water resource development projects, which shall be reasonable and sufficient to pay the cost of constructing or implementing all of the listed projects.

(e) Consideration of how the project options addressed in paragraph (a) serve the public interest or save costs overall by preventing the loss of natural resources or avoiding greater future expenditures for water resource development or water supply development. However, unless adopted by rule, these considerations do not constitute final agency action.

(f) The technical data and information applicable to each planning region which are necessary to support the regional water supply plan.

(g) The minimum flows and minimum water levels established for water resources within each planning region.

(h) Reservations of water adopted by rule pursuant to s. 373.223(4) within each planning region.

(i) Identification of surface waters or aquifers for which minimum flows and minimum water levels are scheduled to be adopted.

(j) An analysis, developed in cooperation with the department, of areas or instances in which the variance provisions of s. 378.212(1)(g) or s. 378.404(9) may be used to create water supply development or water resource development projects.

(k) An assessment of how the regional water supply plan and the projects identified in the funding plans prepared pursuant to sub-subparagraphs (a)3.c. and (b)2.c. support the recovery or prevention strategies for implementation of adopted minimum flows and minimum water levels or water reservations, including minimum flows and minimum water levels for Outstanding Florida Springs adopted pursuant to s. 373.805; while ensuring that sufficient water will be available for all existing and future reasonable-beneficial uses and the natural systems identified herein; and that the adverse effects of competition for water supplies will be avoided.

373.709(3): The water supply development component of a regional water supply plan which deals with or affects public utilities and public water supply for those areas served by a regional water supply authority and its member governments shall be developed jointly by the authority and the applicable water management district. In areas not served by regional water supply authorities, or other multijurisdictional water supply entities, and where opportunities exist to meet water supply needs more efficiently through multijurisdictional projects identified pursuant to paragraph (2)(a), water management districts are directed to assist in developing multijurisdictional approaches to water supply project development jointly with affected water utilities, special districts, self-suppliers, and local governments.

373.709(4): The South Florida Water Management District shall include in its regional water supply plan water resource and water supply development projects that promote the elimination of wastewater ocean outfalls as provided in s. 403.086(10).

373.709(5): Governing board approval of a regional water supply plan shall not be subject to the rulemaking requirements of chapter 120. However, any portion of an approved regional water supply plan which affects the substantial interests of a party shall be subject to s. 120.569.

373.709(6): Annually and in conjunction with the reporting requirements of s. 373.536(6)(a)4., the department shall submit to the Governor and the Legislature a report on the status of regional water supply planning in each district. The report shall include:

(a) A compilation of the estimated costs and an analysis of the sufficiency of potential sources of funding from all sources for water resource development and water supply development projects as identified in the water management district regional water supply plans.

(b) The percentage and amount, by district, of district ad valorem tax revenues or other district funds made available to develop alternative water supplies.

(c) A description of each district's progress toward achieving its water resource development objectives, including the district's implementation of its 5-year water resource development work program.

(d) An assessment of the specific progress being made to implement each alternative water supply project option chosen by the entities and identified for implementation in the plan.

(e) An overall assessment of the progress being made to develop water supply in each district, including, but not limited to, an explanation of how each project in the 5-year water resource development work program developed pursuant to s. 373.536(6)(a)4., either alternative or traditional, will produce, contribute to, or account for additional water being made available for consumptive uses, minimum flows and minimum water levels, or water reservations; an estimate of the quantity of water to be produced by each project; and an assessment of the contribution of the district's regional water supply plan in providing sufficient water to meet the needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event, as well as the needs of the natural systems.

373.709(7): Nothing contained in the water supply development component of a regional water supply plan shall be construed to require local governments, government-owned or privately owned water utilities, special districts, self-suppliers, regional water supply authorities, multijurisdictional water supply entities, or other water suppliers to select a water

supply development project identified in the component merely because it is identified in the plan. Except as provided in s. 373.223(3) and (5), the plan may not be used in the review of permits under part II of this chapter unless the plan or an applicable portion thereof has been adopted by rule. However, this subsection does not prohibit a water management district from employing the data or other information used to establish the plan in reviewing permits under part II, nor does it limit the authority of the department or governing board under part II.

373.709(8): Where the water supply component of a water supply planning region shows the need for one or more alternative water supply projects, the district shall notify the affected local governments and make every reasonable effort to educate and involve local public officials in working toward solutions in conjunction with the districts and, where appropriate, other local and regional water supply entities.

(a) Within 6 months following approval or amendment of its regional water supply plan, each water management district shall notify by certified mail each entity identified in sub-subparagraph (2)(a)3.d. of that portion of the plan relevant to the entity. Upon request of such an entity, the water management district shall appear before and present its findings and recommendations to the entity.

(b) Within 1 year after the notification by a water management district pursuant to paragraph (a), each entity identified in sub-subparagraph (2)(a)3.d. shall provide to the water management district written notification of the following: the alternative water supply projects or options identified in paragraph (2)(a) which it has developed or intends to develop, if any; an estimate of the quantity of water to be produced by each project; and the status of project implementation, including development of the financial plan, facilities master planning, permitting, and efforts in coordinating multijurisdictional projects, if applicable. The information provided in the notification shall be updated annually, and a progress report shall be provided by November 15 of each year to the water management district. If an entity does not intend to develop one or more of the alternative water supply project options identified in the regional water supply plan, the entity shall propose, within 1 year after notification by a water management district pursuant to paragraph (a), another alternative water supply project option sufficient to address the needs identified in paragraph (2)(a) within the entity's jurisdiction and shall provide an estimate of the quantity of water to be produced by the project and the status of project implementation as described in this paragraph. The entity may request that the water management district consider the other project for inclusion in the regional water supply plan

History.—ss. 1, 28, 49, 50, ch. 2010-205; s. 3, ch. 2013-177; s. 4, ch. 2013-229; s. 9, ch. 2014-150; s. 21, ch. 2016-1; s. 40, ch. 2018-110; s. 36, ch. 2020-150.

Appendix B CITY OF SUNRISE PRIVATE POTABLE, AND PRIVATE AND PUBLIC NON-POTABLE WATER USE PERMITS

Appendix B - City of Sunrise Private Potable, and Private and Public Non-Potable Water Use Permits

PERMIT NO.	PROJECT NAME	PUMP CAPACITY(gpm)	WATER USE	SOURCE
06-05196-W	10400 N W 44TH ST	115	Irrigation	Biscayne Aquifer
06-07295-W	24 HOUR FITNESS	100	Irrigation	Biscayne Aquifer
06-06070-W	44TH STREET PASSIVE PARK	225	Irrigation	Biscayne Aquifer
06-06399-W	4747 NOB HILL	50	Irrigation	Biscayne Aquifer
06-02284-W	560 SAWGRASS WELL	35	Irrigation	Biscayne Aquifer
06-03338-W	7- ELEVEN SUNRISE	40	Irrigation	Biscayne Aquifer
06-02938-W	7-ELEVEN	75	Irrigation	Biscayne Aquifer
06-06595-W	A M L I SAWGRASS VILLAGE	60	Irrigation	Biscayne Aquifer
06-05128-W	ABC FINE WINE AND SPIRITS	50	Irrigation	Biscayne Aquifer
06-05785-W	ADVANCE AUTO PARTS	55	Irrigation	Biscayne Aquifer
06-06671-W	ADVANCED AUTO PARTS LANDSCAPE IRRIGATION WELL	55	Irrigation	Biscayne Aquifer
06-04625-W	AGING & DISABILITY RESOURCE CENTER OF BROWARD	50	Irrigation	Biscayne Aquifer
06-07022-W	AMERICAN EXPRESS SUNRISE CORPORATE CENTER	55	Industrial	Biscayne Aquifer
06-07022-W	AMERICAN EXPRESS SUNRISE CORPORATE CENTER	55	Industrial	Biscayne Aquifer
06-04371-W	ARAGON	75	Irrigation	Biscayne Aquifer
06-06162-W	ARC OF BROWARD	95	Irrigation	Biscayne Aquifer
06-02387-W	AUTOMATIC ENTRANCES INC	55	Irrigation	Biscayne Aquifer
06-06998-W	AUTOZONE NO 4851	75	Irrigation	Surficial Aquifer System
06-05123-W	BENNETT, SAWGRASS, PARK LAKES ELEM/CHARLES DREW FAMILY RESOU	120	Irrigation	Biscayne Aquifer
06-04557-W	BROWARD LAKES BUSINESS PARK	95	Irrigation	Surficial Aquifer System
06-03404-W	CAPITOL HILL DEVELOPMENT	120	Irrigation	Biscayne Aquifer
06-06361-W	CHASE BANK - OAKLAND PARK & NOB HILL	35	Irrigation	Biscayne Aquifer
06-04867-W	CHICK-FIL-A @ SAWGRASS SQUARE SHOPPING CENTER	45	Irrigation	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2600	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2600	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2600	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1500	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1500	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1050	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1400	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2600	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2100	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	2600	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	0	Monitoring	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1000	Public Water Supply	Biscayne Aquifer
06-00120-W	CITY OF SUNRISE	1400	Public Water Supply	Floridan Aquifer System
06-00120-W	CITY OF SUNRISE	0	Public Water Supply	Floridan Aquifer System
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Floridan Aquifer System
06-00120-W	CITY OF SUNRISE	2100	Public Water Supply	Floridan Aquifer System
06-00120-W	CITY OF SUNRISE	1400	Monitoring	Floridan Aquifer System
06-04318-W	CITY PARK	100	Irrigation	Biscayne Aquifer
06-04318-W	CITY PARK	100	Irrigation	Biscayne Aquifer
06-04318-W	CITY PARK	100	Irrigation	Biscayne Aquifer
06-05193-W	CITY PARKS AND FACILITIES TENNIS CNTR ROARKE HALL	210	Irrigation	Biscayne Aquifer
06-02601-W	CLASS A PHASE III	85	Irrigation	Biscayne Aquifer
06-02334-W	COASTAL GASOLINE STATION	55	Irrigation	Biscayne Aquifer
06-01714-W	CONSERVATION SUBSTATION	50	Irrigation	Biscayne Aquifer
06-02835-W	COURTYARD DISTRIBUTION CENTER III	35	Irrigation	Biscayne Aquifer
06-04443-W	COURTYARD OFFICE PLAZA	35	Irrigation	Biscayne Aquifer

PERMIT NO.	PROJECT NAME	PUMP CAPACITY(gpm)	WATER USE	SOURCE
06-03537-W	COWCAT ENTERPRISES INC	90	Irrigation	Biscayne Aquifer
06-03267-W	DAUER AUTO STORAGE WAREHOUSE	45	Irrigation	Biscayne Aquifer
06-02736-W	DON OLSEN TIRE AND AUTO	84	Irrigation	Biscayne Aquifer
06-03723-W	ECKERDS COMMERCIAL BOULEVARD AND NOB HILL ROAD	150	Irrigation	Biscayne Aquifer
06-05122-W	EDGEWOOD, LLOYD ESTATES, WELLEBY ELEM	200	Irrigation	Biscayne Aquifer
06-05538-W	ELEMENTARY SCHOOL A	230	Irrigation	Biscayne Aquifer
06-03679-W	EXXON CONVENIENCE CENTER	60	Irrigation	Biscayne Aquifer
06-03085-W	F & R SUNRISE LTD	100	Irrigation	Biscayne Aquifer
06-06762-W	FIRST COAST ENERGY IRRIGATION WELL	40	Irrigation	Biscayne Aquifer
06-03498-W	FLORIDA POWER AND LIGHT WELLEBY SUBSTATION	25	Irrigation	Biscayne Aquifer
06-07081-W	FRANKLIN ACADEMY - DISCOVERY SCHOOLS SUNRISE	110	Irrigation	Biscayne Aquifer
06-07113-W	GENESIS HOLDINGS OF SUNRISE	70	Irrigation	Biscayne Aquifer
06-07039-W	H B O LATIN AMERICA GROUP DATA CENTER	45	Air Conditioning	Biscayne Aquifer
06-03162-W	HBO LATIN AMERICA PRODUCTION SERVICS	10	Air Conditioning	Biscayne Aquifer
06-03084-W	HEALTH SOUTH	70	Irrigation	Biscayne Aquifer
06-05402-W	HIATUS RD (SUNRISE BLVD TO OAKLAND PARK BLVD)	100	Irrigation	Biscayne Aquifer
06-05402-W	HIATUS RD (SUNRISE BLVD TO OAKLAND PARK BLVD)	100	Irrigation	Biscayne Aquifer
06-05402-W	HIATUS RD (SUNRISE BLVD TO OAKLAND PARK BLVD)	100	Irrigation	Biscayne Aquifer
06-06935-W	HOPCO	50	Irrigation	Biscayne Aquifer
06-05279-W	INDIAN TRACE PARCEL 2 B	75	Irrigation	Biscayne Aquifer
06-06578-W	JAFCO CENTER FOR CHILDREN WITH DEVELOPMENT DISABILITIES	50	Irrigation	Biscayne Aquifer
06-02721-W	KENTUCKY FRIED CHICKEN	55	Irrigation	Biscayne Aquifer
06-04862-W	LAS BRISAS	70	Irrigation	Surficial Aquifer System
06-02788-W	LA-Z-BOY SHOWROOM	55	Irrigation	Biscayne Aquifer
06-02954-W	LONGSTAR TEXACO	40	Irrigation	Biscayne Aquifer
06-06500-W	LUSH PROPERTIES	60	Irrigation	Surficial Aquifer System
06-03677-W	MCDONALD'S RESTAURANT AT PUBLIX AND SUNRISE WEST	27	Irrigation	Surficial Aquifer System
06-06902-W	METROPICA	80	Irrigation	Biscayne Aquifer
06-04716-W	MIRROR LAKE, LAUDERHILL PT, NOB HILL, HORIZON ELEM/PLANTATIO	150	Irrigation	Biscayne Aquifer
06-02515-W	MORSE	75	Irrigation	Surficial Aquifer System
06-04655-W	MR CAR WASH	55	Irrigation	Biscayne Aquifer
06-02547-W	NEIGHBORHOOD KIDS OF WELLEBY	50	Irrigation	Biscayne Aquifer
06-03943-W	NEW RIVER CENTRE	75	Irrigation	Biscayne Aquifer
06-02889-W	NEXTEL 2676A - WEST SUNRISE	60	Irrigation	Biscayne Aquifer
06-06158-W	NOB HILL BUSINESS PLAZA	50	Irrigation	Surficial Aquifer System
06-02378-W	OAK NOB CORNER	100	Irrigation	Biscayne Aquifer
06-06135-W	OAKLAND PARK BLVD. PASSIVE PARK	200	Irrigation	Biscayne Aquifer
06-06416-W	OAKLAND PARK MARATHON	50	Irrigation	Biscayne Aquifer
06-03150-W	OAKLAND TOWN CENTER 7/ELEVEN	50	Irrigation	Surficial Aquifer System
06-06418-W	P N C BANK	40	Irrigation	Biscayne Aquifer
06-03575-W	PARK TERRACES	125	Irrigation	Surficial Aquifer System
06-03575-W	PARK TERRACES	125	Irrigation	Surficial Aquifer System
06-02702-W	PEDIATRIX	85	Irrigation	Biscayne Aquifer
06-07508-W	PINE ISLAND AND 50TH ATHLETIC COMPLEX	300	Irrigation	Biscayne Aquifer
06-01296-W	PIPER HIGH	60	Air Conditioning	Surficial Aquifer System
06-01296-W	PIPER HIGH	150	Irrigation	Surficial Aquifer System
06-02781-W	POLLO TROPICAL RESTAURANT	55	Irrigation	Biscayne Aquifer
06-05102-W	RACETRAC-SUNRISE	60	Irrigation	Biscayne Aquifer
06-05432-W	REGIONS BANK- N W CORNER OF N W 136 AVENUE AND N W 12 STREET	35	Irrigation	Biscayne Aquifer
06-02622-W	SANDPIPER COVE	40	Irrigation	Biscayne Aquifer
06-02622-W	SANDPIPER COVE	40	Irrigation	Biscayne Aquifer
06-02622-W	SANDPIPER COVE	40	Irrigation	Biscayne Aquifer
06-04703-W	SANDPIPER, BANYAN, CHALLENGER, PINEWOOD, MORROW ELEM/MILLENN	200	Irrigation	Biscayne Aquifer
06-02774-W	SAWGRASS BEND PROFESSIONAL CENTER	75	Irrigation	Biscayne Aquifer
06-02947-W	SAWGRASS INTERNATIONAL BUSINESS CENTER	100	Irrigation	Surficial Aquifer System
06-02125-W	SAWGRASS MEDICAL AND RETAIL CENTER	55	Irrigation	Biscayne Aquifer
06-03781-W	SHAMROCK OF SUNRISE LLC	55	Irrigation	Biscayne Aquifer
06-05136-W	SHANNON LAKE ESTATES	225	Irrigation	Biscayne Aquifer
06-07024-W	SPARKLING IMAGE CAR WASH (FKA SIMONIZ CAR WASH-SUNRISE BLVD)	60	Industrial	Surficial Aquifer System
06-07024-W	SPARKLING IMAGE CAR WASH (FKA SIMONIZ CAR WASH-SUNRISE BLVD)	60	Irrigation	Surficial Aquifer System
06-05890-W	SPECTRUM WEST PROPERTIES	90	Irrigation	Biscayne Aquifer
06-04800-W	SPRING TREE	60	Irrigation	Biscayne Aquifer
06-07741-W	SPRINGTREE CENTER	60	Irrigation	Biscayne Aquifer
06-07741-W	SPRINGTREE CENTER	60	Irrigation	Biscayne Aquifer
06-01574-W	SPRINGTREE SUBSTATION	20	Irrigation	Biscayne Aquifer
06-05414-W	STARBUCKS AT WESTGATE SQUARE	70	Irrigation	Biscayne Aquifer
06-04853-W	STRIKERS FAMILY SPORTSCENTER	40	Irrigation	Surficial Aquifer System
06-04300-W	SUNRISE AQUATIC CIVIC CENTER	250	PH	Surficial Aquifer System
06-04300-W	SUNRISE AQUATIC CIVIC CENTER	100	PH	Surficial Aquifer System
06-04300-W	SUNRISE AQUATIC CIVIC CENTER	0	PHR	Surficial Aquifer System
06-03636-W	SUNRISE ENTERPRISE CENTER - PHASE I	225	Irrigation	Biscayne Aquifer
06-03636-W	SUNRISE ENTERPRISE CENTER - PHASE I	225	Irrigation	Biscayne Aquifer
06-01704-W	SUNRISE FIRE STATION NO 92	110	Irrigation	Biscayne Aquifer
06-04684-W	SUNRISE HARLEY-DAVIDSON	85	Irrigation	Surficial Aquifer System
06-03924-W	SUNRISE LAND WEST PARCEL	200	IRL	Surficial Aquifer System

Appendix B - City of Sunrise Private Potable, and Private and Public Non-Potable Water Use Permits

PERMIT NO.	PROJECT NAME	PUMP CAPACITY(gpm)	WATER USE	SOURCE
06-06192-W	SUNRISE PARK INVESTORS	100	Irrigation	Surficial Aquifer System
06-06517-W	SUNRISE SHOPPES - 2700-2834 N UNIVERSITY DRIVE	60	Irrigation	Biscayne Aquifer
06-06517-W	SUNRISE SHOPPES - 2700-2834 N UNIVERSITY DRIVE	60	Irrigation	Biscayne Aquifer
06-06517-W	SUNRISE SHOPPES - 2700-2834 N UNIVERSITY DRIVE	60	Irrigation	Biscayne Aquifer
06-07593-W	T MOBILE EVERGLADES M S O	70	Irrigation	Biscayne Aquifer
06-02951-W	TGI FRIDAYS	38	Irrigation	Biscayne Aquifer
06-05951-W	THE FEDERATION HOUSING INC	50	Irrigation	Biscayne Aquifer
06-02354-W	THE SAWGRASS PRESERVE	35	Irrigation	Surficial Aquifer System
06-02354-W	THE SAWGRASS PRESERVE	35	Irrigation	Surficial Aquifer System
06-02354-W	THE SAWGRASS PRESERVE	35	Irrigation	Surficial Aquifer System
06-02278-W	TIRES PLUS	85	Irrigation	Surficial Aquifer System
06-05523-W	TRANSCAPITAL BANK	60	Irrigation	Surficial Aquifer System
06-03497-W	TRICON GOLBAL RESTAURANT	50	Irrigation	Biscayne Aquifer
06-05160-W	US ONCOLOGY	100	Irrigation	Biscayne Aquifer
06-05510-W	V A OUTPATIENT FACILITY SUNRISE	30	Public Water Supply	Biscayne Aquifer
06-07579-W	VETERANS MEMORIAL PARK	110	Irrigation	Biscayne Aquifer
06-05130-W	VILLAGE/ ROYAL PALM ELEM/ENDEAVOUR/LAUDERHILL SCHOOLS	150	Irrigation	Biscayne Aquifer
06-04412-W	VISTA MERCADO	60	Irrigation	Biscayne Aquifer
06-06887-W	WALGREENS STORE NO 4694	40	Irrigation	Biscayne Aquifer
06-02385-W	WATERFORD CROSSING	120	Irrigation	Biscayne Aquifer
06-02385-W	WATERFORD CROSSING	50	Irrigation	Biscayne Aquifer
06-06184-W	WELLEBY SQUARE	135	Irrigation	Biscayne Aquifer
06-03373-W	WENDY'S AT SAWGRASS GATEWAY CENTER	55	Irrigation	Biscayne Aquifer
06-02360-W	WENDY'S RESTAURANT	55	Irrigation	Biscayne Aquifer
06-01514-W	WESTPINE MIDDLE SCHOOL MIDDLE SCHOOL DD	150	Irrigation	Biscayne Aquifer
06-01344-W	WINDSOR INVESTMENTS (SUNRISE GOLF & COUNTRY CLUB)LLC	1000	Irrigation	Biscayne Aquifer
06-01344-W	WINDSOR INVESTMENTS (SUNRISE GOLF & COUNTRY CLUB)LLC	1000	Irrigation	Biscayne Aquifer
06-01344-W	WINDSOR INVESTMENTS (SUNRISE GOLF & COUNTRY CLUB)LLC	0	Irrigation	Biscayne Aquifer
06-01344-W	WINDSOR INVESTMENTS (SUNRISE GOLF & COUNTRY CLUB)LLC	1000	Irrigation	Biscayne Aquifer

Appendix C **WATER SUPPLY SYSTEM INTERCONNECTIONS**

APPENDIX C - CITY OF SUNRISE WATER SUPPLY SYSTEM INTERCONNECTIONS

Interconnect with	Location Description and Map ID	Existing/ Proposed	Size (inches)	Capacity (gpm)	Metered (Yes/No)	Status
City of Plantation 0600103-W	NW 28th Court and 118th Avenue	Existing	6	264	No	Inaccessible
	NW 21st Ct & 124th Ave	Existing	8	470	Yes	Inaccessible
	Commodore Dr, at North New River Canal	Existing	12	1057	Yes	Working
	Flamingo Rd & NW 8th St	Existing	10	734	Yes	Working
Town of Davie 06-00134-W	University Dr. & SW 30th St	Existing	12		Yes	Working
	Hiatus Rd North of 26th St	Existing	8	470	Yes	Working
City of Pembroke Pines 06-00135-W	SW 166th Ave & 67th Pl	Existing	8	595	No	Working
	Dykes Rd & Bellavista Ave	Existing	8	734	No	Working
Cooper City 06-00365-W	5100 SW 36th Ave	Existing	12	470	Yes	Working

Appendix D **SUNRISE UTILITY SERVICE AREA POPULATION PROJECTIONS BY TAZs**

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
558	100%	2,044	2,023	2,009	1,996	1,989	Davie	Existing
559	100%	1,309	1,302	1,285	1,270	1,258	Davie	Existing
560	100%	6,467	6,394	6,335	6,298	6,270	Davie	Existing
561	100%	4,576	4,550	4,521	4,482	4,462	Davie	Existing
562	100%	3,358	3,326	3,298	3,278	3,260	Davie	Existing
563	100%	1,165	1,188	1,179	1,176	1,167	Davie	Existing
564	25%	489	487	485	483	480	Davie	Existing
565	100%	4,106	4,082	4,055	4,036	4,015	Davie	Existing
566	100%	2,295	2,268	2,259	2,246	2,233	Davie	Existing
569	87%	2,207	2,189	2,172	2,160	2,149	Davie	Existing
570	80%	592	592	587	589	588	Davie	Existing
572	100%	1,368	1,358	1,353	1,347	1,338	Davie	Existing
573	100%	2,129	2,119	2,110	2,098	2,088	Davie	Existing
574	71%	4,226	4,199	4,184	4,161	4,150	Davie	Existing
575	1%	35	35	35	35	34	Davie	Existing
590	90%	476	473	473	866	881	Davie	Existing
603	60%	1,148	1,139	1,135	1,128	1,123	Davie	Existing
604	72%	1,144	1,134	1,126	1,117	1,114	Davie	Existing
610	94%	905	900	902	897	894	Davie	Existing
611	35%	264	263	261	260	260	Davie	Existing
811	55%	0	0	0	0	0	Davie	Existing
889	0%	0	0	0	0	0	Davie	Existing
891	16%	0	0	0	0	0	Davie	Existing
591	100%	2,125	2,149	2,140	2,128	2,119	Davie	Existing
592	100%	1,315	1,324	1,315	1,310	1,304	Davie	Existing
593	100%	2,231	2,217	2,215	2,202	2,197	Davie	Existing
594	100%	1,638	1,621	1,620	1,614	1,605	Davie	Existing
595	100%	459	456	458	454	454	Davie	Existing
596	100%	1,387	1,378	1,373	1,367	1,360	Davie	Existing
602	100%	0	0	0	0	0	Davie	Existing
609	100%	1,120	1,113	1,104	1,101	1,095	Davie	Existing
810	100%	702	697	702	695	695	Davie	Existing
924	100%	839	831	823	818	816	Davie	Existing
960	100%	6,380	6,336	6,286	6,247	6,210	Davie	Existing
SUBTOTAL		**58,500**	**58,143**	**57,799**	**57,859**	**57,608**	**Davie**	**Existing**

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
461	38%	878	873	868	859	854	Sunrise	Existing
462	100%	0	0	0	0	0	Sunrise	Existing
468	100%	427	428	472	496	513	Sunrise	Existing
469	100%	7,404	7,348	7,734	7,960	8,162	Sunrise	Existing
471	100%	6,289	6,238	6,192	6,137	6,105	Sunrise	Existing
472	100%	9,249	10,429	10,669	10,617	10,561	Sunrise	Existing
473	100%	5,812	5,763	5,722	5,668	5,630	Sunrise	Existing
474	100%	2,044	3,061	3,304	3,460	3,556	Sunrise	Existing
475	100%	1,043	1,035	1,030	1,020	1,014	Sunrise	Existing
476	100%	5,424	5,461	5,432	5,388	5,367	Sunrise	Existing
478	100%	3,029	3,735	3,937	4,057	4,897	Sunrise	Existing
479	100%	1,479	1,454	2,187	2,661	3,211	Sunrise	Existing
480	100%	0	0	0	0	0	Sunrise	Existing
481	100%	1,781	1,778	1,749	1,730	2,367	Sunrise	Existing
482	100%	5,538	5,488	5,445	5,407	5,373	Sunrise	Existing
484	9%	499	497	493	489	487	Sunrise	Existing
487	100%	5,212	5,419	5,375	5,349	5,324	Sunrise	Existing
488	100%	5,510	5,437	5,384	5,362	5,327	Sunrise	Existing
489	100%	2,092	2,087	2,079	2,069	2,060	Sunrise	Existing
490	100%	884	882	876	870	867	Sunrise	Existing
491	100%	1,130	1,123	1,117	1,112	1,106	Sunrise	Existing
492	100%	758	752	752	746	750	Sunrise	Existing
493	100%	3,928	4,501	5,110	5,506	5,774	Sunrise	Existing
494	100%	6,480	6,427	6,376	6,326	6,292	Sunrise	Existing
495	100%	2,693	2,676	2,660	2,641	2,627	Sunrise	Existing
496	100%	5,750	5,702	5,666	5,613	5,583	Sunrise	Existing
574	29%	1,701	1,691	1,685	1,676	1,671	Sunrise	Existing
575	94%	3,452	3,431	3,407	3,387	3,371	Sunrise	Existing
576	0%	0	0	0	0	0	Sunrise	Existing
896	100%	3,580	3,560	3,536	3,508	3,494	Sunrise	Existing
898	100%	1,506	1,502	1,497	1,485	1,476	Sunrise	Existing
937	100%	3,326	3,310	3,277	3,256	3,230	Sunrise	Existing
951	100%	2,026	2,013	2,002	1,988	1,979	Sunrise	Existing
952	100%	4,494	4,471	4,434	4,396	4,372	Sunrise	Existing
959	100%	0	0	0	0	0	Sunrise	Existing
961	100%	1,696	1,683	1,676	1,656	1,647	Sunrise	Existing
SUBTOTAL		**107,115**	**110,254**	**112,143**	**112,895**	**115,047**	**Sunrise**	**Existing**
601	20%	356	334	354	351	355	SW Ranches	Existing
603	20%	383	380	378	376	374	SW Ranches	Existing
604	28%	449	446	443	439	437	SW Ranches	Existing
605	75%	306	290	308	305	314	SW Ranches	Existing
608	18%	70	66	69	69	76	SW Ranches	Existing
610	6%	58	57	58	57	57	SW Ranches	Existing
611	35%	264	263	261	260	260	SW Ranches	Existing
809	0%	0	0	0	0	0	SW Ranches	Existing
811	45%	0	0	0	0	0	SW Ranches	Existing
812	0%	0	0	0	0	0	SW Ranches	Existing
911	63%	260	239	258	256	282	SW Ranches	Existing
SUBTOTAL		**2,145**	**2,075**	**2,128**	**2,112**	**2,156**	**SW Ranches**	**Existing**

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
575	5%	202	200	199	198	197	Weston	Existing
576	100%	3,292	3,257	3,225	3,205	3,184	Weston	Existing
577	100%	9,161	9,215	9,114	9,039	8,970	Weston	Existing
578	100%	4,584	4,564	4,549	4,530	4,515	Weston	Existing
579	100%	6,575	6,536	6,504	6,460	6,441	Weston	Existing
580	100%	10,601	10,544	10,493	10,435	10,399	Weston	Existing
583	100%	3,796	3,780	3,765	3,748	3,732	Weston	Existing
584	100%	4,209	4,173	4,149	4,114	4,087	Weston	Existing
585	100%	2,171	2,159	2,149	2,138	2,129	Weston	Existing
586	100%	1,265	1,254	1,248	1,240	1,234	Weston	Existing
587	100%	675	722	716	708	709	Weston	Existing
588	100%	1,753	1,740	1,723	1,712	1,704	Weston	Existing
589	100%	2,909	2,885	2,869	2,841	2,830	Weston	Existing
590	0%	0	0	0	0	0	Weston	Existing
597	100%	9,857	9,795	9,728	9,669	9,624	Weston	Existing
888	100%	6,454	6,414	6,376	6,335	6,306	Weston	Existing
889	100%	0	0	0	0	0	Weston	Existing
890	100%	937	946	940	931	931	Weston	Existing
891	84%	0	0	0	0	0	Weston	Existing
962	100%	205	205	205	205	205	Weston	Existing
SUBTOTAL		**68,646**	**68,389**	**67,952**	**67,508**	**67,197**	**Weston**	**Existing**
Grand TOTAL	**(Rounded)**	**236,400**	**238,900**	**240,000**	**240,400**	**242,000**	**-**	**Existing**

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
809	100%					246	SW Ranches	Future
812	1%					8	SW Ranches	Future
599	75%					2319	SW Ranches	Future
600	100%					1236	SW Ranches	Future
605	80%					334	SW Ranches	Future
606	40%					532	SW Ranches	Future
607	80%					215	SW Ranches	Future
808	100%					184	SW Ranches	Future
813	100%					277	SW Ranches	Future
950	20%					84	SW Ranches	Future
964	75%					533	SW Ranches	Future
SUBTOTAL						**6000**	**SW Ranches**	**Future**
Grand TOTAL	**(Rounded)**	**236,400**	**238,900**	**240,000**	**240,400**	**248,000**	**-**	**-**

Appendix E **INTERGOVERNMENTAL MEETING MINUTES**

Stantec

Final Meeting Minutes

City of Sunrise Water Supply Facilities Work Plan - 2025

Intergovernmental coordination between City of Sunrise Utilities Department and Town of Davie
January 21, 2025

Objective:

The City of Sunrise (City), Town of Davie Planning Department (Town) and Stantec met for the City of Sunrise 10 Year Water Supply Facilities Work Plan – 2025 Update Intergovernmental Coordination on January 21, 2025.

Agenda items, discussions and action items from the meeting are provided below.

Item No.	Agenda Items	Action Items
1.	Stantec described the purpose of the meeting and provided an overview of the Project. Meeting was held to review and discuss the Population Projections for the Town within City's service area.	
2.	Point of contacts are listed below for further communications. **Town of Davie (Town)** – David Quigley **City of Sunrise** – Wilhelmina Montero, P.E. Sangeeta Dhulashia. P.E. **Stantec** – Zuhal Ozturk, Ph.D., P.E. Bharani Rajasekaran, EIT	
3.	Service Area • City's existing and future utility service area boundaries were reviewed. The City of Sunrise Utility Service Area boundaries have not changed since 2019, and they will be used in the 2024 WSP report.	
4.	Population Projections for Town of Davie were reviewed and discussed. • Stantec used Broward County PFAM (BCPFAM) 2024 population data to calculate the population projections for the Town. • Town stated that he sent feedback to Broward County on 2023 PFAM since the population estimates appeared to be high, but the County did not alter anything in response to the comments provided.	1. Town will forward the comments sent to Broward County on PFAM 2023 population projections to Stantec. <u>Response</u> – Town sent comments on January 22, 2025. 2. Stantec will revisit the population projection calculations.

Item No.	Agenda Items	Action Items
	• Town mentioned that there are no new proposed DRIs. • Town indicated that the population numbers shown for vacant land TAZ's seemed incorrect and inquired whether Broward County had finalized 2024 PFAM update. Both City and Stantec confirmed that the Final BCPFAM 2024 update was released and was used for the population projections. • Stantec asked for status of the new development/redevelopment projects listed in WSP 2020. Town stated that he would review the list and provide the status via e-mail correspondence.	Response - Population projection calculations for each municipality were revisited. 3. Stantec will send the new development project list table from WSP 2020 to Town for review. Response – Stantec sent the list of development projects to Town on January 22, 2025. Town sent comments on January 22, 2025. Final follow up communication was held between Stantec and Town on February 10, 2025. There are no new development/redevelopment projects planned for this planning cycle.
5.	City stated that any reuse and conservation related outreach activities coordinated for Town's residents will be included in the WSP update. Town said that he would check to confirm such activities.	1. Town was to verify if reuse and conservation efforts exist.

Attachments:

- Meeting Agenda
- Sign-In Sheet

*These Meeting Minutes represent Stantec's understanding of the meeting and are considered to be accurate and complete. If you have any comments and/or corrections, please email them to Zuhal Ozturk at Zuhal.Ozturk@stantec.com by **July 7th, 2025**. Any corrections received will be incorporated into the Meeting Minutes and they will be re-issued. If no comments and/or corrections are received by said date, these notes will be considered accurate and complete.*

Meeting Agenda

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Water Supply Facilities Work Plan Update 2024

SUBJECT: Intergovernmental Coordination between City of Sunrise Utilities Department and Town of Davie

DATE & TIME of MEETING: January 21, 2025 at 10:30 AM

Location: Town of Davie - Planning and Zoning Conf. Room; 8800 SW 36th Street Building C

Item No.	Agenda Items
1.	Project Overview - Water Supply Facilities Work Plan (WSFP) overview
2.	Communications A. Point of contacts listed below for further communications. • COS – Wilhelmina Montero Sangeeta Dhulashia • Stantec – Zuhal Ozturk • Town of Davie – David Quigley
3.	Service Area
4.	Population Projections A. Population Projections (without adjustment factor) – usage of Traffic Analysis Zone (TAZ) thru 2045 B. No individual land use changes or DRIs impacting future population projections besides those shown in Table 3. C. Status of reported new development and redevelopment projects, issued in WSP 2020. a. The Town of Davie does not expect 'The Commons' to be developed at this time. b. Which year should the new development/ redevelopment projects to be added to (2040 or 2045)?
5.	Additional Items to Check: • City of Sunrise serves 60% of the area of Town of Davie. • There are 5 individual users in Town of Davie on domestic self-supply system. • Are there any changes to the Agreement with the City of Sunrise?
6.	List of Data Needs • Conservation and Reuse Efforts
7.	Intergovernmental Coordination

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Attachments:

1) Existing and Future Utility Service Area Map
2) Town of Davie Projected Population - within City of Sunrise Utility Service Area
3) Town of Davie Projected Population by TAZs - within City of Sunrise Utility Service Area
4) Town of Davie New Development and Redevelopment Projects- within City of Sunrise Utility Service Area (from WSP 2020 for follow up and updates)

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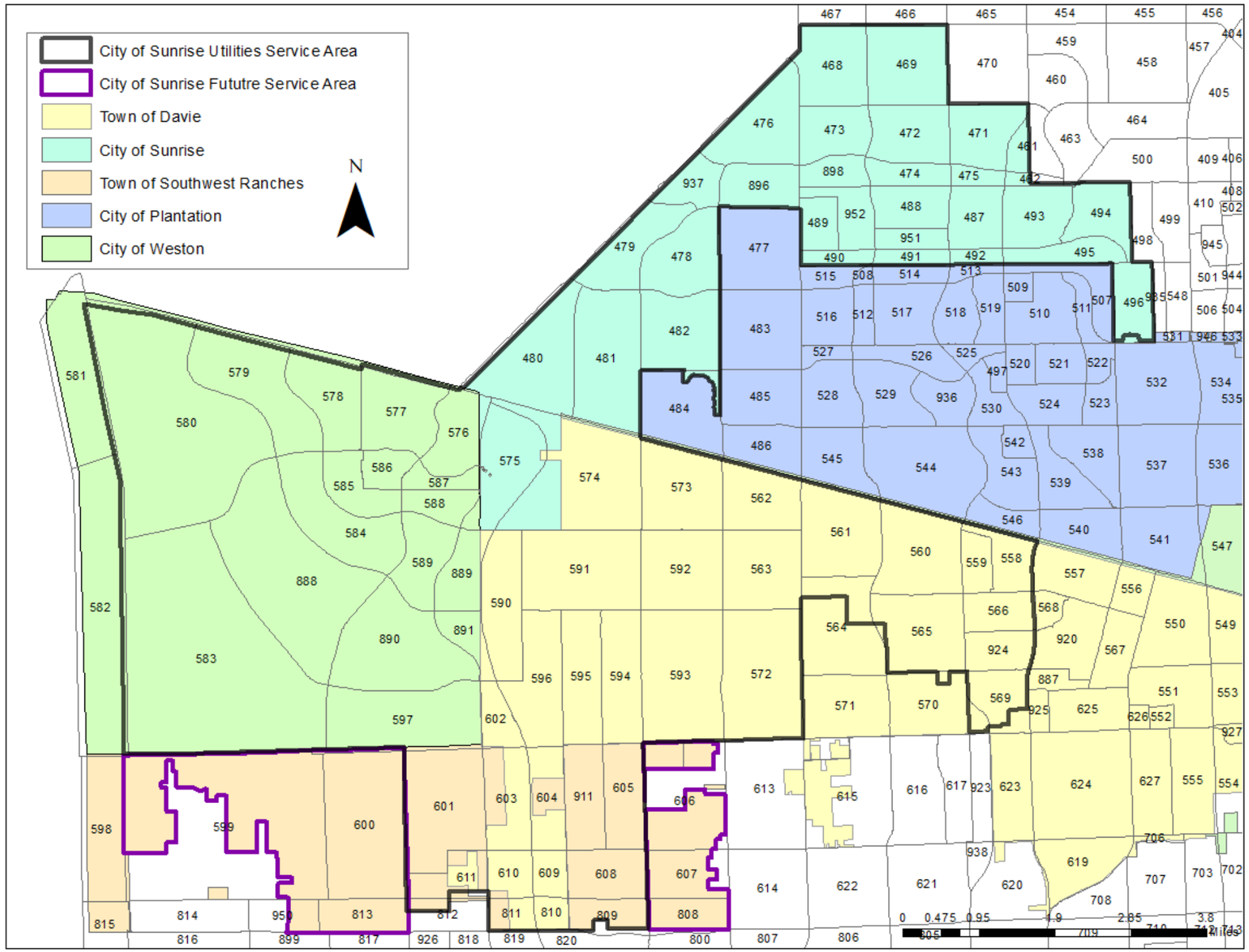

Figure 1 - City of Sunrise Existing and Future Service Area (from WSP 2020)

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Table 1 – Town of Davie Projected Population - within City of Sunrise Service Area (PFAM 2024)

City	2025	2030	2035	2040	2045	Service Area
Town of Davie	52,100	51,800	51,500	51,600	51,400	Existing

Table 2 – Town of Davie Projected Population by TAZs – within City of Sunrise Utility Service Area (PFAM 2024)

TAZ ID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
558	100%	2044	2023	2009	1996	1989	Davie	Existing
559	100%	1309	1302	1285	1270	1258	Davie	Existing
560	100%	6467	6394	6335	6298	6270	Davie	Existing
561	100%	4576	4550	4521	4482	4462	Davie	Existing
562	100%	3358	3326	3298	3278	3260	Davie	Existing
563	100%	1165	1188	1179	1176	1167	Davie	Existing
564	25%	489	487	485	483	480	Davie	Existing
565	100%	4106	4082	4055	4036	4015	Davie	Existing
566	100%	2295	2268	2259	2246	2233	Davie	Existing
569	87%	2207	2189	2172	2160	2149	Davie	Existing
570	80%	592	592	587	589	588	Davie	Existing
572	100%	1368	1358	1353	1347	1338	Davie	Existing
573	100%	2129	2119	2110	2098	2088	Davie	Existing
574	71%	4226	4199	4184	4161	4150	Davie	Existing
575	1%	35	35	35	35	34	Davie	Existing
590	90%	476	473	473	866	881	Davie	Existing
603	60%	1148	1139	1135	1128	1123	Davie	Existing
604	72%	1144	1134	1126	1117	1114	Davie	Existing
610	94%	905	900	902	897	894	Davie	Existing
611	35%	264	263	261	260	260	Davie	Existing
811	55%	0	0	0	0	0	Davie	Existing
889	0%	0	0	0	0	0	Davie	Existing
891	16%	0	0	0	0	0	Davie	Existing
591	100%	2125	2149	2140	2128	2119	Davie	Existing
592	100%	1315	1324	1315	1310	1304	Davie	Existing
593	100%	2231	2217	2215	2202	2197	Davie	Existing
594	100%	1638	1621	1620	1614	1605	Davie	Existing
595	100%	459	456	458	454	454	Davie	Existing
596	100%	1387	1378	1373	1367	1360	Davie	Existing
602	100%	0	0	0	0	0	Davie	Existing
609	100%	1120	1113	1104	1101	1095	Davie	Existing

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TAZ ID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
810	100%	702	697	702	695	695	Davie	Existing
924	100%	839	831	823	818	816	Davie	Existing
SUBTOTAL		**52,120**	**51,807**	**51,513**	**51,612**	**51,398**	**Davie**	**Existing**

Table 3 – Town of Davie New Development and Redevelopment Projects – within City of Sunrise Utility Service Area (**from WSP 2020**)

TAZ_ID	No. of new developments in the TAZ	Project Name	Population per TAZ using Billed Water PCUR of 92.6	Municipality
561	3	1.595 Corporate Park of Commerce 2.Caseyco 3. Sierra Ranch 15600 gpd	308	Davie
562	1	1.Fieldstone Shops of Davie, fka Tuscan Villas	29	Davie
563	4	1.Miele-Simonson Estates 2.Flamingo Ranch Estates 3.Han-Mi Baptist Church 4.Kingdom Halls of Davie	58	Davie
564	2	1.Westridge II 2.North Star Estates	30	Davie
566	1	1.Commercial & Restaurant Development F	114	Davie
569	1	1.Pine Island Office Centre	27	Davie
572	1	1.Artis Senior Living 15120 gpd	163	Davie
573	2	1.Casuarinas 2.ADDILYN 4,800 GPD	91	Davie
574	1	Fire Station# 86 at Shenandoah- Town of Davie	8	Davie
591	3	1.Vista Lakes Lot 9 2.Silver Springs Ranches, lot 1 3.Live Oak Estates - Septic Tanks (3 homes)	20	Davie
592	1	1.Leto Estates #4	20	Davie
593	5	1.Stone Brook Estates 2.Grand Oaks Estates, Davie 3.Hicks Estate 4.Oakhollowes 5. Oak PARK 6600 gpd	121	Davie

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TAZ_ID	No. of new developments in the TAZ	Project Name	Population per TAZ using Billed Water PCUR of 92.6	Municipality
596	4	1.Temple View Estates FKA Shotgun Estates East 2.18:555 ELDRIDGE PARK 3.TEMPLE VISTA 5400 gpd 4.Millstone Ranches 9000 gpd LS 362	213	Davie
602	1	1.Martin Square (AKA Weston Road Shopping Cntr)	8	Davie
604	2	1.Health Care Group - Regency P-B 2.Regency Office Park	7	Davie
Total			**1,218**	

Stantec

Final Meeting Minutes

City of Sunrise Water Supply Facilities Work Plan - 2025

Intergovernmental Coordination between City of Sunrise Utilities Department and Town of Southwest Ranches
February 4, 2025

Objective:

The City of Sunrise (City), Town of Southwest Ranches Planning Department (Town) and Stantec met for the City of Sunrise 10 Year Water Supply Facilities Work Plan – 2025 Update Intergovernmental Coordination on February 4th, 2025.

Agenda items, discussions and action items from the meeting are provided below.

Item No.	Agenda Items	Action Items
1.	Stantec described the purpose of the meeting and provided an overview of the Project.	
2.	Point of contacts are listed below for further communications. **Town of Southwest Ranches (Town)** – Jeff Katims, AICP, CNU-A **City of Sunrise** – Wilhelmina Montero, P.E. Sangeeta Dhulashia, P.E. **Stantec** – Zuhal Ozturk, Ph.D., P.E. Bharani Rajasekaran, EIT	
3.	Service Area • Boundaries of the City's existing and future utility service area were reviewed. • City of Sunrise Utility service area boundaries will change for the Town. • Town indicated that there is one 57-acre property along the east side of US 27 which is proposed to be developed as 60,000 sq. ft of light industrial use and 116,000 sq. ft of retail use. There is a second property that was approved to be developed as an approximate 35,000 sq. ft of warehouse distribution use. Both of these properties will be served by the City of Pembroke Pines.	1. Town sent the location map for the two developments to be served by the City of Pembroke Pines. Stantec revised the future service area map based on the information received. 2. Town informed Stantec on May 7, 2025, that earliest date the two developments may start receiving water service from the City of Pembroke Pines could be by the end of 2027.
4.	A. Population Projections were reviewed and discussed.	1. Stantec removed the old developments and replaced them with those discussed during the meeting and confirmed by the Town after the meeting. The final list of

Item No.	Agenda Items	Action Items
	B. The list of new development projects from WSP 2020 was reviewed and discussed.	developments is provided in **Table 1** below.

Attachments:

- Meeting Agenda
- Sign-In Sheet

These Meeting Minutes represent Stantec's understanding of the meeting and are considered to be accurate and complete. If you have any comments and/or corrections, please email them to Zuhal Ozturk at Zuhal.Ozturk@stantec.com by **July 7th, 2025**. Any corrections received will be incorporated into the Meeting Minutes and they will be re-issued. If no comments and/or corrections are received by said date, these notes will be considered accurate and complete.

Table 1. Town of Southwest Ranches New Development and Redevelopment Projects - within City of Sunrise Utility Service Area

Project Name	ERC	Projected Demand (gpd)	Anticipated Completion Date	Municipality
Master's Academy	13	3333.70	2045	Town of Southwest Ranches
Platted Subdividions	33	8462.47	2045	Town of Southwest Ranches
TOTAL	**46**	**11796.16**	**2026-2045**	**Town of Southwest Ranches**

Notes:

1) This table shows projected development projects for the Town of Southwest Ranches within City of Sunrise Utility Service Area for WSP 2024

2) ERC conversion factor for City of Sunrise Utility Service Area - 7,800 gal/month per ERC

Meeting Agenda

Stantec
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Water Supply Facilities Work Plan Update 2024

SUBJECT: Intergovernmental Coordination between City of Sunrise Utilities Department and Town of Southwest Ranches

DATE & TIME of MEETING: February 4, 2025 at 8:00 AM

Location: Microsoft Teams Meeting

Item No.	Agenda Items
1.	Project Overview - Water Supply Facilities Work Plan (WSFP) overview
2.	Communications A. Point of contacts listed below for further communications. • COS – Wilhelmina Montero Sangeeta Dhulashia • Town of Southwest Ranches – Jeff Katims • Stantec – Zuhal Ozturk
3.	Service Area 1. Any potential for existing well users to be converted to retail service area?
4.	Population Projections A. Population Projections (without adjustment factor) – usage of Traffic Analysis Zone (TAZ) thru 2045 B. Status of reported new development and redevelopment projects, issued in WSP 2020. a. Which year should the new development/ redevelopment projects to be added to (2040 or 2045)?
5.	List of Data Needs A. Requested Documents • Conservation and Reuse Efforts
6.	Intergovernmental Coordination

Attachments:

1) Existing and Future Utility Service Area Map
2) Town of Southwest Ranches Projected Population - within City of Sunrise Utility Service Area
3) Town of Southwest Ranches Projected Population by TAZs- within City of Sunrise Utility Service Area
4) Town of Southwest Ranches New Development and Redevelopment Projects - within City of Sunrise Utility Service Area (from WSP 2020 for follow up and update)

Meeting Agenda

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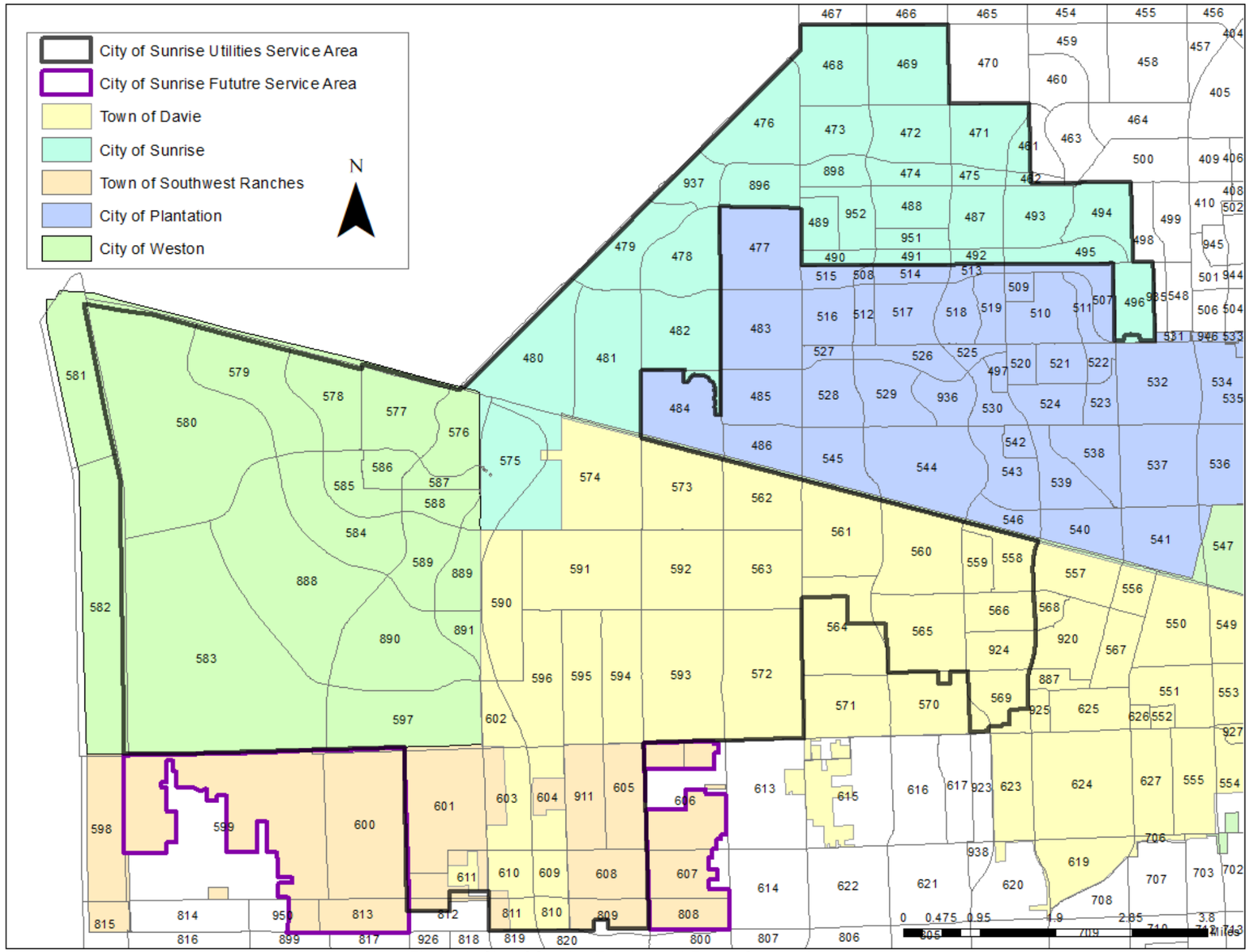

Figure 1- City of Sunrise Existing and Future Service Area

Meeting Agenda

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Table 1 – Town of Southwest Ranches Projected Population - within City of Sunrise Service Area

City	2025	2030	2035	2040	2045	Service Area
Town of SW Ranches	2,100	2,100	2,100	2,100	2,200	Existing
Town of SW Ranches					5,400	Future
Total	2,100	2,100	2,100	2,100	7,600	

Table 2 – Town of Southwest Ranches Projected Population by TAZs – Within City of Sunrise Utility Service Area

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
601	20%	356	334	354	351	355	SW Ranches	Existing
603	20%	383	380	378	376	374	SW Ranches	Existing
604	28%	449	446	443	439	437	SW Ranches	Existing
605	75%	306	290	308	305	314	SW Ranches	Existing
608	18%	70	66	69	69	76	SW Ranches	Existing
610	6%	58	57	58	57	57	SW Ranches	Existing
611	35%	264	263	261	260	260	SW Ranches	Existing
811	45%	0	0	0	0	0	SW Ranches	Existing
911	63%	260	239	258	256	282	SW Ranches	Existing
SUBTOTAL		**2,145**	**2,075**	**2,128**	**2,112**	**2,156**	**SW Ranches**	**Existing**
809	100%					246	SW Ranches	Future
812	1%					8	SW Ranches	Future
599	75%					2319	SW Ranches	Future
600	100%					1236	SW Ranches	Future
605	80%					334	SW Ranches	Future
606	40%					532	SW Ranches	Future
607	80%					215	SW Ranches	Future
808	100%					184	SW Ranches	Future
813	100%					277	SW Ranches	Future
950	20%					84	SW Ranches	Future
SUBTOTAL						**5,435**	**SW Ranches**	**Future**
TOTAL		**2,145**	**2,075**	**2,128**	**2,112**	**7,591**		

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Table 3 – Town of Southwest Ranches New Development and Redevelopment Projects – within City of Sunrise Utility Service Area (**from WSP 2020**)

TAZ_ID	No. of New Developments in the TAZ	Project Name	Population per TAZ using Billed Water PCUR of	Municipality
601	1	Landmark Ranch Estates	50	SW Ranches
603	1	Residential Developments Adjacent to Dykes Rd	130	SW Ranches
605	1	Estates of Sunshine Rances Master's Academy	128	SW Ranches
911	1	Meadow View Estates	8	SW Ranches
		Total	**316**	

MEETING SIGN IN SHEET

Stantec
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Meeting Attendance Record

Project Title: Water Supply Facilities Work Plan Update 2024

Meeting Subject: Intergovernmental Coordination between City of Sunrise Utilities Department and Town of Southwest Ranches

DATE & TIME of MEETING: February 4, 2025 at 8:00 AM

Location: Microsoft Teams Meeting

Initial	Name	Organization	Phone	Email Address
Microsoft Teams Meeting	Wilhelmina Montero	City of Sunrise	(954) 888-6058	wmontero@sunrisefl.gov
Microsoft Teams Meeting	Sangeeta Dhulashia	City of Sunrise	(954) 888-6071	sdhulashia@sunrisefl.gov
Microsoft Teams Meeting	Jeff Katims	Town of Southwest Ranches	(954) 372-6767	jeff@completecities.net
Microsoft Teams Meeting	Zuhal Ozturk	Stantec	(954) 851-1530	zuhal.ozturk@stantec.com

Meeting Minutes

City of Sunrise Water Supply Facilities Work Plan - 2024

Intergovernmental coordination between City of Sunrise Utilities Department and City of Weston
January 28, 2025

Objective:

The City of Sunrise (City), City of Weston Planning Department, and Stantec met for the City of Sunrise 10-Year Water Supply Facilities Work Plan – 2024 Update Intergovernmental Coordination on January 28, 2025.

Agenda items, discussions, and action items from the meeting are provided below.

Item No.	Agenda Items	Action Items
1.	Stantec described the purpose of the meeting and provided an overview of the Project. The meeting was held to review and discuss the Population Projections for the city of Weston within City's service area.	
2.	Points of contacts are listed below for further communications. **City of Weston** (Weston) – Reddy Chitepu, P.E. **City of Sunrise** – Wilhelmina Montero, P.E. Sangeeta Dhulashia, P.E. **Stantec** – Zuhal Ozturk, Ph.D., P.E. Bharani Rajasekaran, EIT	
3.	Service Area • Boundaries for existing and future utility service areas were reviewed. • Weston confirmed that boundaries remained the same since 2020 WSP Update. • Broward County PFAM 2024 has split one of the TAZ areas (583) into two TAZ areas (583 and 962). This change will be shown in the new service area map.	
4.	A. Population Projections: • Projected population for the years 2025, 2030, 2035, 2040 and 2045 for the City of Weston service area was reviewed and discussed. B. Weston confirmed that there is no individual land use or DRI changes planned.	1. Reddy Chitepu coordinated with the City of Weston Planning Department new development and redevelopment projects and sent an update on February 28, 2025. The final list of developments is provided in Table 1 below.

Meeting Minutes

January 28, 2025
City of Sunrise 10 Year Water Supply Facilities Work Plan - 2024 Update

Item No.	Agenda Items	Action Items
5.	Conservation and Reuse Efforts	1. Weston will verify if there are any conservation and reuse efforts coordinated by the City of Weston.

Attachments:

- Meeting Agenda
- Sign-In Sheet

These Meeting Minutes represent Stantec's understanding of the meeting and are considered to be accurate and complete. If you have any comments and/or corrections, please email them to Zuhal Ozturk at Zuhal.Ozturk@stantec.com by **July 11th, 2025**. Any corrections received will be incorporated into the Meeting Minutes and they will be re-issued. If no comments and/or corrections are received by said date, these notes will be considered accurate and complete.

Table 1. City of Weston New Development and Redevelopment Projects - within City of Sunrise Utility Service Area

Project Name	ERC	Projected Demand (gpd)	Municipality
Saddle Club Manor - 4 Residential Homes	4.00	1,025.75	Weston
Weston 55+ & older rental community	139.30	35,721.86	Weston
Chabad - expansion including upwards of 22 townhomes	30.00	7,693.15	Weston
357 Racquet Club	109.37	28,046.66	Weston
TOTAL	**282.67**	**72,487.43**	**Weston**

Notes:

1) This table shows projected development projects for the City of Weston within the City of Sunrise Utility Service Area for WSP 2024. All demands are projected for 2030.
2) ERC conversion factor for City of Sunrise Utility Service Area - 7,800 gal/month per ERC

Meeting Agenda

Stantec
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Water Supply Facilities Work Plan Update 2024

SUBJECT: Intergovernmental Coordination between City of Sunrise Utilities Department and City of Weston

DATE & TIME of MEETING: January 22, 2025 at 9:30 AM

Location: City of Weston, Public Works – 2599 South Post Road

Item No.	Agenda Items
1.	Project Overview - Water Supply Facilities Work Plan (WSFP) overview
2.	Communications A. Point of contacts listed below for further communications. • COS – Wilhelmina Montero Sangeeta Dhulashia • Stantec – Zuhal Ozturk • City of Weston – Reddy Chitepu
3.	Service Area
4.	Population Projections A. Population Projections (without adjustment factor) – usage of Traffic Analysis Zone (TAZ) thru 2045 B. No individual land use changes or DRIs impacting future population projections besides those shown in Table 3. C. Status of reported new development and redevelopment projects, issued in WSP 2020. a. The City of Weston has Bonaventure west golf course already under development (as Botaniko, a 126 single family home development) and accounted for in the Broward County PFAM 2024. There was a proposal for Bonaventure Resort and Spa re-development for the east portion of the golf course, this proposal was not approved by the Commission. b. Which year should the new development/ redevelopment projects to be added to (2040 or 2045)?
5.	List of Data Needs A. Requested Documents • Conservation and Reuse Efforts
6.	Intergovernmental Coordination

Attachments: 1) Existing and Future Utility Service Area Map
2) City of Weston Projected Population - within City of Sunrise Utility Service Area
3) City of Weston Projected Population by TAZs- within City of Sunrise Utility Service Area
4) City of Weston New Development and Redevelopment Projects- within City of Sunrise Utility Service Area (from WSP 2020 for follow up and updates)

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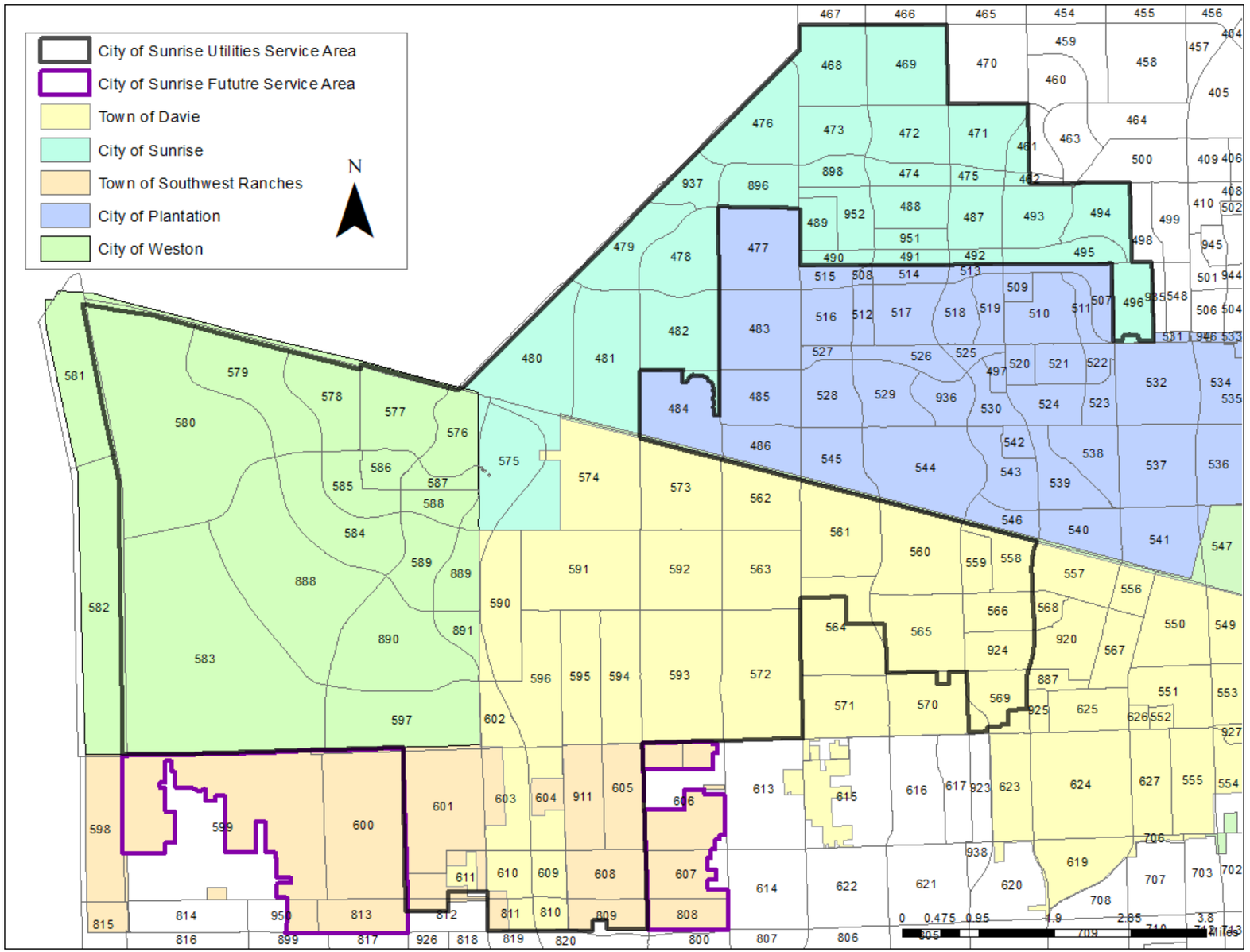

Figure 1 - City of Sunrise Existing and Future Service Area

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Table 1 – City of Weston Projected Population - within City of Sunrise Service Area (BC PFAM 2024)

City	2025	2030	2035	2040	2045	Service Area
City of Weston	68,400	68,200	67,700	67,300	67,000	Existing

Table 2 - City of Weston Projected Population by TAZs – Within City of Sunrise Utility Service Area

TAZID	Factor of Service Area	Pop2025	Pop2030	Pop2035	Pop2040	Pop2045	MUNICIPALITY	SERVICE AREA
575	5%	202	200	199	198	197	Weston	Existing
576	100%	3292	3257	3225	3205	3184	Weston	Existing
577	100%	9161	9215	9114	9039	8970	Weston	Existing
578	100%	4584	4564	4549	4530	4515	Weston	Existing
579	100%	6575	6536	6504	6460	6441	Weston	Existing
580	100%	10601	10544	10493	10435	10399	Weston	Existing
583	100%	3796	3780	3765	3748	3732	Weston	Existing
584	100%	4209	4173	4149	4114	4087	Weston	Existing
585	100%	2171	2159	2149	2138	2129	Weston	Existing
586	100%	1265	1254	1248	1240	1234	Weston	Existing
587	100%	675	722	716	708	709	Weston	Existing
588	100%	1753	1740	1723	1712	1704	Weston	Existing
589	100%	2909	2885	2869	2841	2830	Weston	Existing
590	0%	0	0	0	0	0	Weston	Existing
597	100%	9857	9795	9728	9669	9624	Weston	Existing
888	100%	6454	6414	6376	6335	6306	Weston	Existing
889	100%	0	0	0	0	0	Weston	Existing
890	100%	937	946	940	931	931	Weston	Existing
891	84%	0	0	0	0	0	Weston	Existing
SUBTOTAL		68,441	68,184	67,747	67,303	66,992	**Weston**	**Existing**

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Table 3 - City of Weston New Development and Redevelopment Projects - within City of Sunrise Utility Service Area (**from WSP 2020**)

TAZ ID	No. of new developments in the TAZ	Project Name	Population per TAZ using Billed Water PCUR of 92.6	Municipality
577	1	1. Botaniko FKA Weston Estates- Bonaventure 2. Bonaventure Resort & Spa Redevelopment (Proposed)	314	Weston
580	1	1. Church of God	13	Weston
583	1	1. St. Katharine Drexel Church Multipurpose Bldg	32	Weston
584	2	1. Paul Lutheran Church - Additional 2. On Fire Communications - Office Building	9	Weston
597	1	The Palace	308	Weston
890	2	1. Windmill Lake Estates AKA Windmill Ranch Estates 2. City of Weston EOC	57	Weston
891	1	1. Cleveland Clinic Expansion	648	Weston
		Total	**1,381**	

Appendix F **CITY OF SUNRISE WELL DESCRIPTIONS**

Well ID	28539	28540	28541	28542	28543	28531	108086	108085
Name	SG-1	SG-3	SG-4	SG-5	SG-6	SG-8	SGF-1	SGF-2
Map Designator	Sawgrass1	Sawgrass3	Sawgrass4	Sawgrass5	Sawgrass6	Sawgrass8	SawgrassF-1	SawgrassF-2
Well Field	Sawgrass	Sawgrass	Sawgrass	Sawgrass	Sawgrass	Sawgrass	Sawgrass	Sawgrass
Existing/Proposed	E	E	E	E	E	E	E	E
Well Diameter(Inches)	18	20	20	20	20	20	16	16
Total Depth(feet)	95	95	95	95	95	95	1127	1150
Cased Depth(feet)	76	73	75	72	68	72	1006	1014
Facility Elev. (ft. NGVD)								
Screened Interval								
From	76	73	75	72	68	72	1000	1000
To	95	95	95	95	95	95	2000	2000
Pumped Or Flowing	P	P	P	P	P	P	P	P
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Unspecified	Unspecified
Pump Int. Elev.								
Feet (NGVD)								
Feet (BLS)	-40	-40	-40	-40	-40	0		
Pump Capacity(GPM)	2100	2100	2100	2100	2100	2100	2100	2100
Year Drilled	1997	1997	1997	1997	1997	1997	2013	2013
Planar Location								
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate	DIGITIZED	DIGITIZED
Feet East	880,057	878,927	878,237	877,177	876,567	876,142	871709	872001
Feet North	664,686	664,181	663,341	662,746	662,391	662,351	656421	653952
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary	Back up	Back up
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Floridan Aquifer System	Floridan Aquifer System

Well ID	28547	28551	28552	28553	28554	261798	261797	261796	263446
Name	S-2	S-6	S-7	S-8	S-9	S-10R	S-11R	S-12R	S-13R
Map Designator	Springtree2	Springtree6	Springtree 7	Springtree 8	Springtree9	Springtree10R	Springtree11R	Springtree12R	Springtree 13R
Well Field	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree
Existing/Proposed	E	E	E	E	E	E	E	E	E
Well Diameter(Inches)	18	18	18	18	18	20	20	16	16
Total Depth(feet)	115	76	76	72	72	89	108	108	115
Cased Depth(feet)	110	69	68	67	65	110	84	84	88
Facility Elev. (ft. NGVD)									
Screened Interval									
From	110	69	68	67	65			84	88
To	115	76	76	72	72			103	110
Pumped Or Flowing	P	P	P	P	P	P	P	P	P
Pump Type	Submersible	None	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible
Pump Int. Elev.									
Feet (NGVD)									
Feet (BLS)	-20	0	-20	-20	0	60	60	60	60
Pump Capacity(GPM)	1000	0	1100	950	0	1000	1000	1000	1000
Year Drilled	1971	1973	1973	1973	1973	2013	2013	2013	2013
Planar Location									
Source	Migrate	Migrate	Migrate	Migrate	Migrate	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
Feet East	898487	899737	900237	900237	900437	897253.09	897597.05	897914.8	898101
Feet North	671411	670561	670561	670861	671061	670126.5	670001.06	669734	669347
Accounting Method	Flow Meter	None	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Back up	Primary	Primary	Back up	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Well ID	263447	263448	263449	28562	261789	28564	28565	28566
Name	S-14R	S-15R	S-16R	S-17	S-18R	S-19	S-20	S-21
Map Designator	Springtree 14R	Springtree 15R	Springtree 16R	Springtree 17	Springtree18R	Springtree 19	Springtree 20	Springtree 21
Well Field	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree	Springtree
Existing/Proposed	E	E	E	E	E	E	E	E
Well Diameter(Inches)	16	16	16	12	16	18	18	18
Total Depth(feet)	110	115	115	125	125	118	120	115
Cased Depth(feet)	70	65	80	70	64	97	97	98
Facility Elev. (ft. NGVD)								
Screened Interval								
From			80	70		97	97	98
To			110	125		118	120	115
Pumped Or Flowing	P	P	P	P	P	P	P	P
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible
Pump Int. Elev.								
Feet (NGVD)								
Feet (BLS)	60	60	60	-20	60	-20	-20	-20
Pump Capacity(GPM)	1000	1000	1000	1000	1000	1000	1050	1000
Year Drilled	2013	2013	2013	1989	2013	1992	1993	1993
Planar Location								
Source	DIGITIZED	DIGITIZED	DIGITIZED	Migrate	DIGITIZED	Migrate	Migrate	Migrate
Feet East	898327	898401	898451	899717	900146.16	899517	899517	899987
Feet North	669585	668904	668673	669021	669448	669311	669781	670161
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply Monitor
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Well ID	28567	286981	286982	286983	28577	28535	28536	28537
Name	S-22	S23	S24	S25	FP-4	FP-1	FP-2	FP-3
Map Designator	Springtree 22	Springtree S23	Springtree S24	Springtree S25	Flamingo Park4	Flamingo Park1	Flamingo Park2	Flamingo Park3
Well Field	Springtree	Springtree	Springtree	Springtree	Flamingo Park	Flamingo Park	Flamingo Park	Flamingo Park
Existing/Proposed	E	E	P	P	E	E	E	E
Well Diameter(Inches)	18	24	24	24	24	20	20	20
Total Depth(feet)	118	120	120	120	86	84	86	80
Cased Depth(feet)	97	100	100	100	66	64	68	66
Facility Elev. (ft. NGVD)								
Screened Interval								
From	97	100				64	68	66
To	118	120				84	86	80
Pumped Or Flowing	P	P	P	P	86 P	P	P	P
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible
Pump Int. Elev.								
Feet (NGVD)								
Feet (BLS)	-20	84			0	0	0	0
Pump Capacity(GPM)	1400	960	1400	1400	2600	2600	2600	2600
Year Drilled	1993	2024	Est. 2028	Est. 2028	2003	2003	2003	1997
Planar Location								
Source	Migrate				DIGITIZED	Migrate	Migrate	Migrate
Feet East	899657	898604	742698	742953	879087	878827	878817	879107
Feet North	670301	669955	669684	669218	654992	655011	654481	654041
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Well ID	220736	27198	221005	27199	27200	264947	266109	266110
Name	SW-4	SW- 1	Arena MWD	SW- 2	SW- 3	Arena MWS	L-35A_MWD	L-35A_MWS
Map Designator	Southwest4	Southwest1	Arena MWD	Southwest2	Southwest3	Arena MWS	L-35A_MWD	L-35A_MWS
Well Field	Southwest Broward	Southwest Broward		Southwest Broward	Southwest Broward			
Existing/Proposed	P	A	E	A	A	E	E	E
Well Diameter(Inches)	24	12	2	12	12	2	2	4
Total Depth(feet)	100	60	100	60	60	30	100	30
Cased Depth(feet)	80	40						
Facility Elev. (ft. NGVD)								
Screened Interval								
From	80	40		42	40			
To	100	60		60	60			
Pumped Or Flowing	P	P	P	P	P			
Pump Type	Submersible	Turbine	None	Turbine	Turbine	None	None	None
Pump Int. Elev.								
Feet (NGVD)								
Feet (BLS)		-32		-34	-32			
Pump Capacity(GPM)	0	0	0	0	0	0	0	0
Year Drilled	TBD	1983						
Planar Location								
Source	DIGITIZED	DIGITIZED	APPLICANT	DIGITIZED	DIGITIZED		APPLICANT	APPLICANT
Feet East	868494	868425	876135	868226	868065	876135	875625	875625
Feet North	621672	621810	663893	621741	621725	663893	664875	664875
Accounting Method	Flow Meter	Flow Meter	None	Flow Meter	Flow Meter	None	None	None
Use Status	Secondary	Abandoned	Monitor	Abandoned	Abandoned	Monitor	Monitor	Monitor
Water Use Type	Public Water Supply	Public Water Supply	Monitor	Public Water Supply	Public Water Supply	Monitor	Monitor	Monitor
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Well ID	108084	28575	274270	279330	279331
Name	MF-1	RO-1	SW-2R	SW-1R	SW-3R
Map Designator	MF-1 (Melaleuca)	RO-1 (Springtree)	SW-2R	SW-1R	SW-3R
Well Field	Melaleuca	Springtree	Southwest Broward	Southwest Broward	Southwest Broward
Existing/Proposed	E	E	E	E	E
Well Diameter(Inches)	16	16	12	12	12
Total Depth(feet)	1200	1270	70	70	70
Cased Depth(feet)			50	50	50
Facility Elev. (ft. NGVD)					
Screened Interval					
From	1000	1110			
To	2000	1270			
Pumped Or Flowing	P	P	P	P	P
Pump Type	Submersible	Submersible	Submersible	Turbine	Turbine
Pump Int. Elev.					
Feet (NGVD)					
Feet (BLS)		0		37	37
Pump Capacity(GPM)	2100	1400	700	700	700
Year Drilled					
Planar Location					
Source	DIGITIZED	APPLICANT	APPLICANT		
Feet East	879998	898007	868057	868386	868065
Feet North	648688	670372	622066	621810	621699
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Back up	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Floridan Aquifer System	Floridan Aquifer System	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Appendix G **CITY OF SUNRISE UNINCORPORATED PROPERTIES**

CITY OF SUNRISE
APPENDIX G - UNINCORPORATED PROPERTIES

- 15931 N WIND CIRCLE; NEW RIVER ESTATES SECTION ONE 103-28 B LOT 8 BLK A
- 620 SW 159 TERRACE; NEW RIVER ESTATES SECTION ONE 103-28 B LOT 3 BLK B
- 15910 N WIND CIRCLE; NEW RIVER ESTATES SECTION ONE 103-28 B LOT 4 BLK B
- 641 SW 158 TERRACE; NEW RIVER ESTATES SECTION ONE 103-28 B LOT 28 BLK D

CITY OF SUNRISE
NOTICE OF COMPREHENSIVE PLAN AMENDMENTS

The City of Sunrise proposes to adopt by ordinance the following amendments to the City's Comprehensive Plan:

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE CITY OF SUNRISE COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE INFRASTRUCTURE, CONSERVATION, CAPITAL IMPROVEMENTS, AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE AND THE COMPREHENSIVE PLAN AMENDMENTS TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER UNITS OF LOCAL GOVERNMENT AND GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF SUNRISE COMPREHESIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will hold a public hearing on the proposed Ordinance on Tuesday, October 14, 2025 commencing at 4:45 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351, in order to make recommendations to the local governing body (City Commission) regarding the proposed Ordinance. A public hearing will be held by the Sunrise City Commission on Tuesday, October 14, 2025 commencing at 5:00 p.m. in the Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.

The City Commission and Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

The proposed Ordinance may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 2nd Floor 33351, between the hours of 9:00 a.m. to 4:30 p.m. Monday through Friday (excluding City holidays), or requested AskZoning@sunrisefl.gov.

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. For additional information please contact the Community Development Department at (954) 746-3281 or email AskZoning@Sunrisefl.gov.

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.

10/14/25 – Comprehensive Plan Text Amendment

Preview - Content may appear in color online but may be printed in black and white.

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

February 24, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on February 24, 2026 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C26026
A RESOLUTION OF THE CITY OF SUNRISE, APPROVING A SPECIAL EXCEPTION FOR LIME LIT LOUNGE LOCATED ON 4537 N. PINE ISLAND ROAD, SUNRISE.

C25247
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING

UTILITIES WORK PLAN AND AMENDING THE CITY OF SUNRISE COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE INFRASTRUCTURE, CONSERVATION, CAPITAL IMPROVEMENTS, AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE AND THE COMPREHENSIVE PLAN AMENDMENTS TO THE FLORIDA DEPARTMENT OF COMMERCE AND OTHER UNITS OF LOCAL GOVERNMENT AND GOVERNMENTAL AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF SUNRISE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the pro-

ceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

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In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov 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.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov, or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the February 24, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

2/14/2026 26525

This Insertion Order Form forms part of the Agreement by and between Customer and Tribune Publishing Company ("**Company**"), and is governed by the terms and conditions set forth in Company's Business Terms of Service (available at https://www.tribpub.com/central-terms-of-service/) (the "**Business Terms**") and the Data Processing Addendum (the "**DPA**") The Business Terms, DPA, and this Insertion Order are collectively referred to as the "**Agreement**." The Business Terms and DPA constitute integral parts of this Insertion Order and are hereby incorporated into this Insertion Order by this reference. Capitalized Terms not otherwise defined in this Insertion Order have the same meanings as that ascribed to them in Business Terms. In the event of any ambiguity, conflict, or inconsistency between any of the Business Terms, this Insertion Order, and the DPA, the following order of precedence shall govern for purposes of resolving any such ambiguity, conflict, or inconsistency: (1) this Insertion Order, (2) the DPA, if applicable, and (3) the Business Terms.

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Presentation

Item Number: 16A **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Presentation by the Broward County Metropolitan Planning Organization (MPO) regarding the proposed C-13 Canal Greenway project. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Presentation

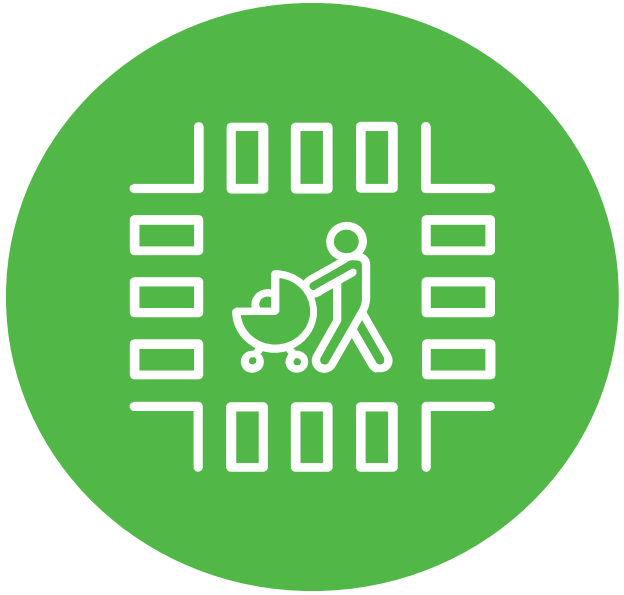
Background:
Broward County Metropolitan Planning Organization staff will provide the City Commission a presentation regarding the proposed C-13 Canal Greenway Project.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Rodrigo de Castro Phone: 954-888-6055

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

City Manager:
Authorized for agenda placement



C-13 Canal Greenway

Who is the Broward Metropolitan Planning Organization?

- A federally chartered entity responsible for transportation decision making in the Broward region
  - Influence the expenditure of federal and state transportation funds at the regional level
- MPO Board
  - 31 Municipalities
  - Broward County
  - Broward County School Board
  - South Florida Regional Transportation Authority (Tri-Rail)
- Develop plans, conduct studies, establish initiatives and programs

MPO MISSION STATEMENT

To collaboratively plan, prioritize, and fund the delivery of diverse transportation options.

MPO VISION STATEMENT

Our work will have measurable positive impact by ensuring transportation projects are well selected, funded, and delivered.

Project Timeline

- **2015** – The C-13 Canal Greenway was identified in the City of Sunrise's Bicycle & Pedestrian Master Plan.
- **February, 2019** – MPO adopts the regional Complete Streets Master Plan, identifying canal-bank greenways as high-priority corridors.
- **April, 2021** – City Commission adopts a Resolution of Support for MPO-coordinated Complete Streets projects, establishing eligibility for LAP funding.
- **2022–2024** – MPO incorporates the C-13 Canal Greenway as a programmed concept within its long-range planning framework.
- **July, 2025** – MPO conducts the initial public information meeting at the Nob Hill Soccer Complex. Roll plots, a single initial concept, and project scope information are unveiled.
- **October, 2025** – The City of Sunrise hosts a second public alignment workshop. During this meeting, the three alignment alternatives were formally presented to the public using roll-plot boards and exhibits.
- **October–November 2025** – The City collected comment cards and email feedback and prepared a summary of preferences (comment summary is discussed below after the alternatives summary).
- **FY 2027 -** Engineering for the C-13 Greenway is programmed with design to be delivered by the City through LAP. Construction funding will be identified in future MPO cycles.

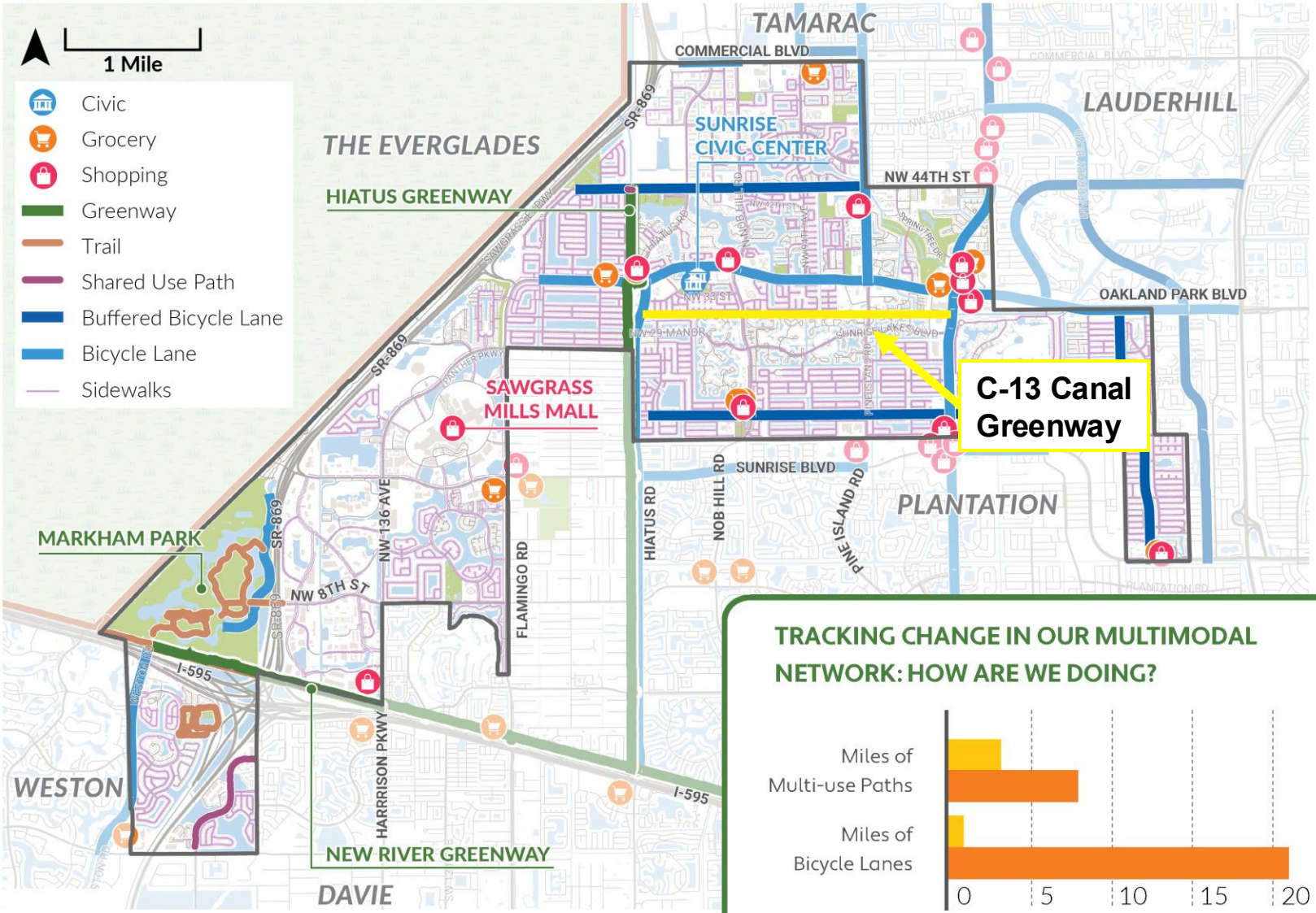
Project Goals

Enhance multimodal mobility

Safety

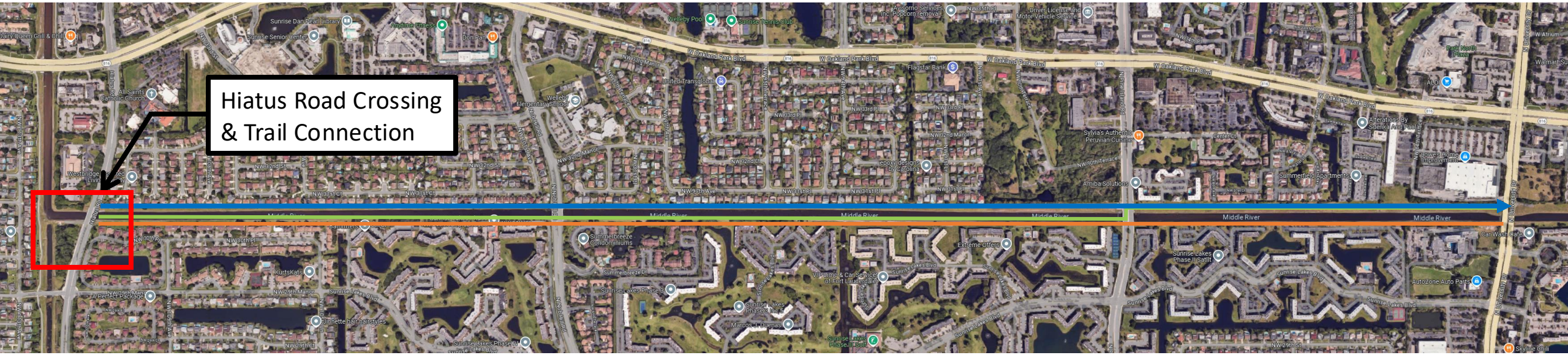
Connectivity to green spaces

Long-term durability



Project Limits

Potential Alternates



Alternate 1 (entirely South)
Alternate 2 (South switching to North at Pine Island Rd)
Alternate 3 (entirely North)

Public Engagement

- Two public meetings
  - July 10, 2025
    - Flyer posted on the City's website, shared on social media and sent in email distributions
  - October 22, 2025
    - Flyer posted on the City's website, shared on social media and sent in email distributions
    - Public Notification Flyer distributed to all properties adjacent to the proposed Greenway corridor (~ 3,000 mailers).
    - Message boards deployed on northbound Hiatus Road, Nob Hill Road, and Pine Island Road beginning over a week ahead of the meeting.

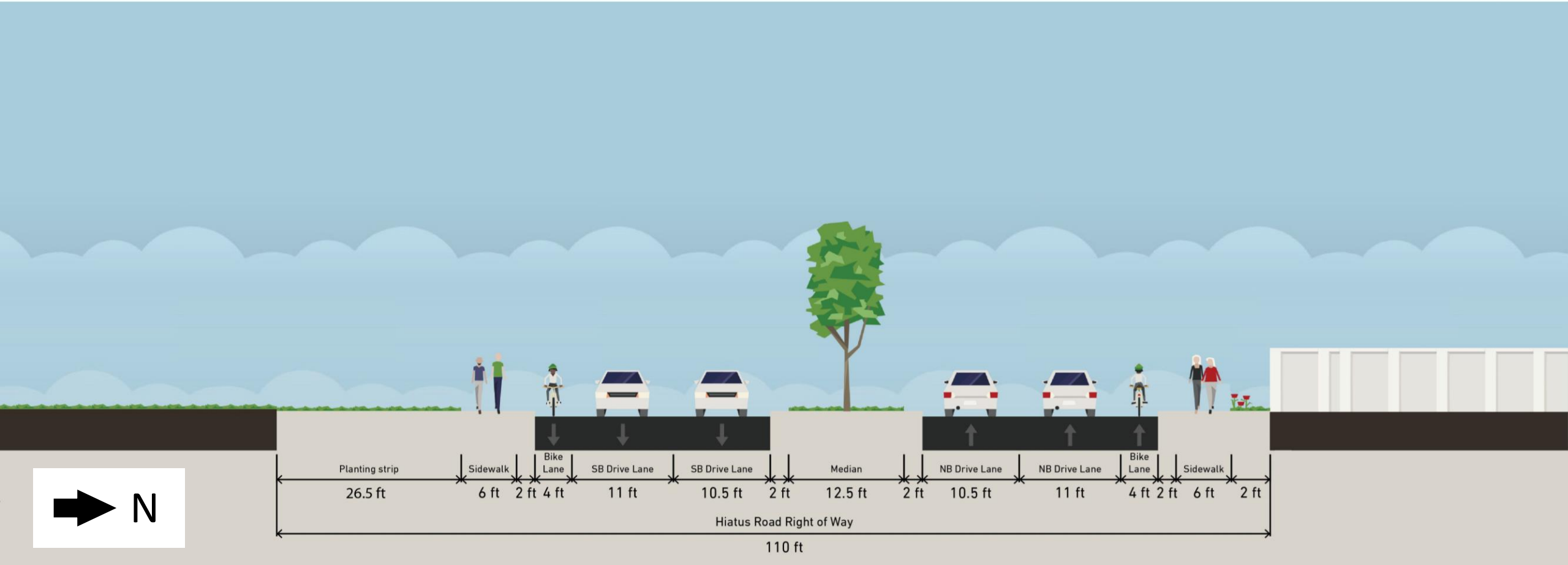
Public Engagement

Feedback Received

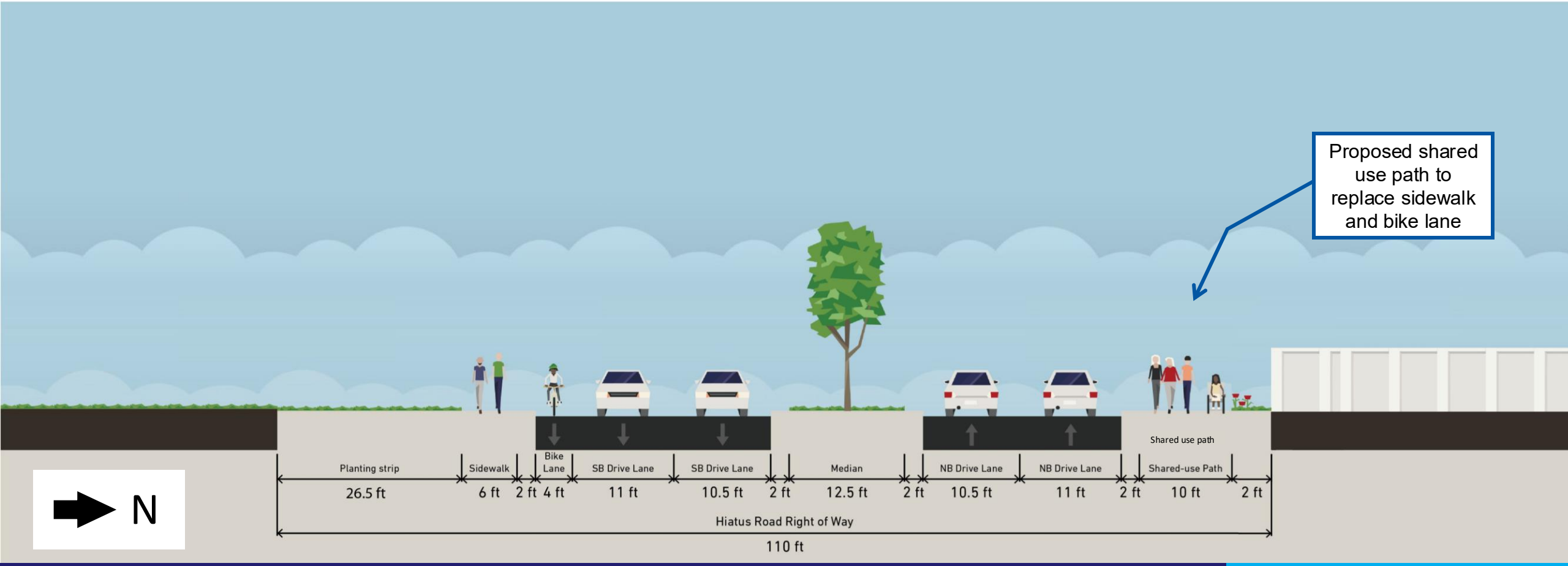
- 42 comment cards submitted
- Participation from: City of Sunrise, Sunrise Police Department, Broward MPO, Consultants
- Public Concerns: Security concerns and privacy concerns
- From comment cards submitted and email received
  - **20 votes** – Alternative 1 (entirely south)
  - **14 votes** – Alternative 2 (south switching to north)
  - **3 votes** – Alternative 3 (entirely north)
  - **18 votes** – "Other" (including variations, concerns, or combination preferences)

  Meeting held October 22, 2025

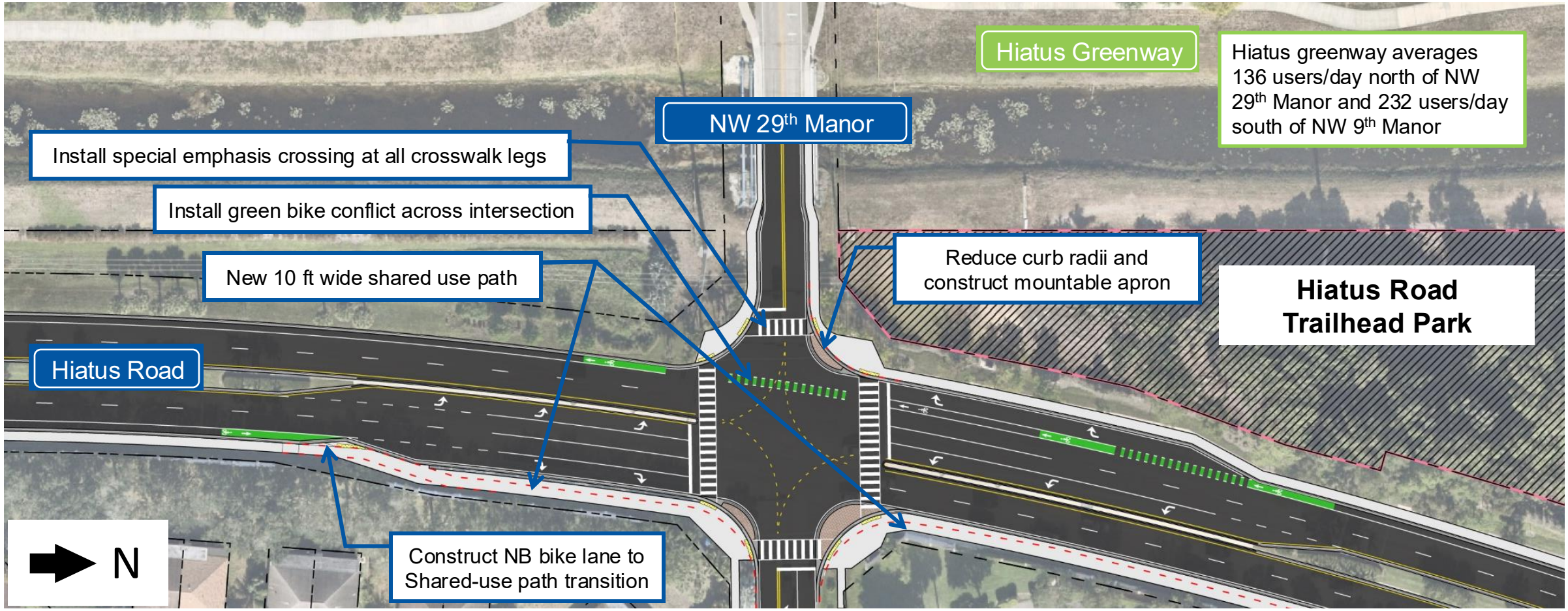
Hiatus Road between NW 29th Manor & C-13 Canal Existing Typical Section



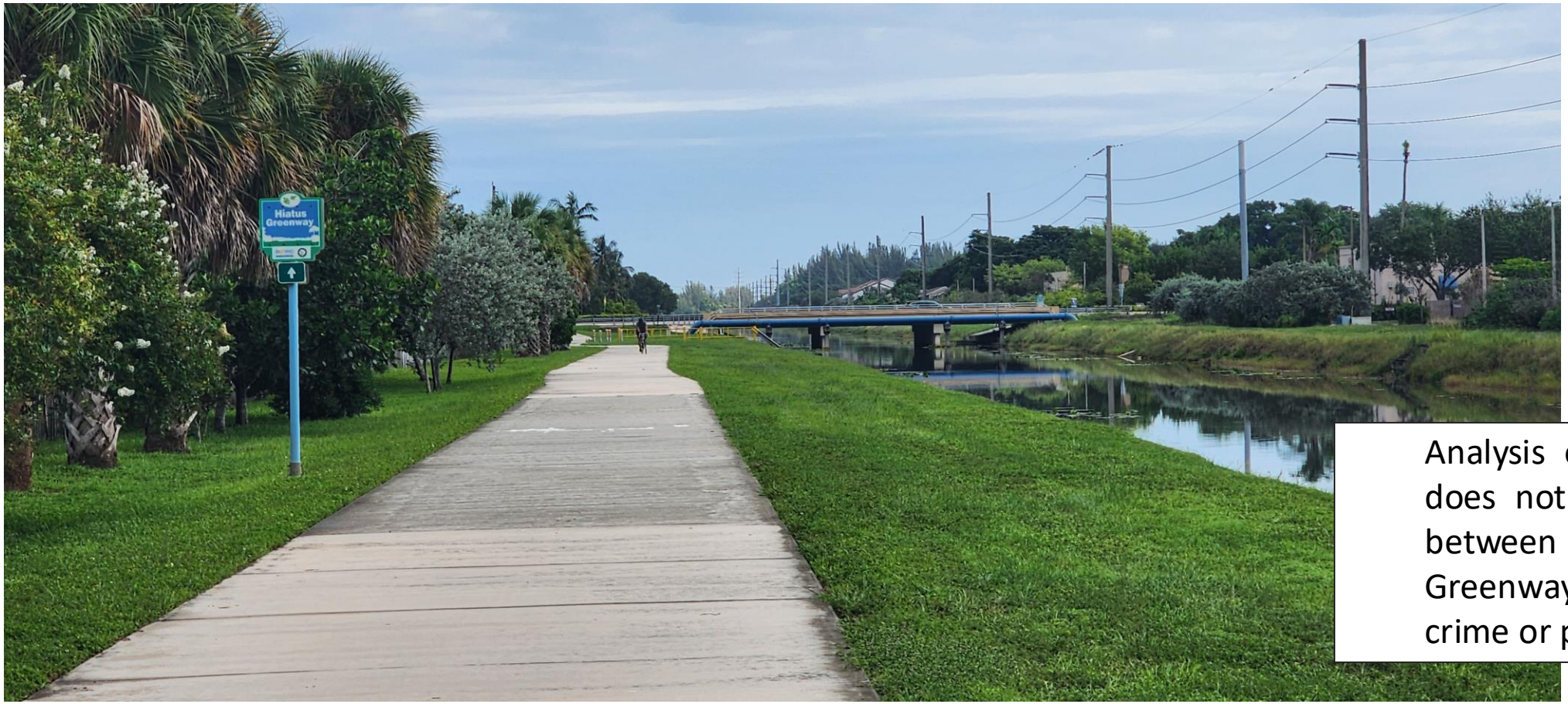
Hiatus Road between NW 29th Manor & C-13 Canal Proposed Typical Section



Hiatus Road Crossing at NW 29th Manor Proposed



Typical Section-Hiatus Greenway example

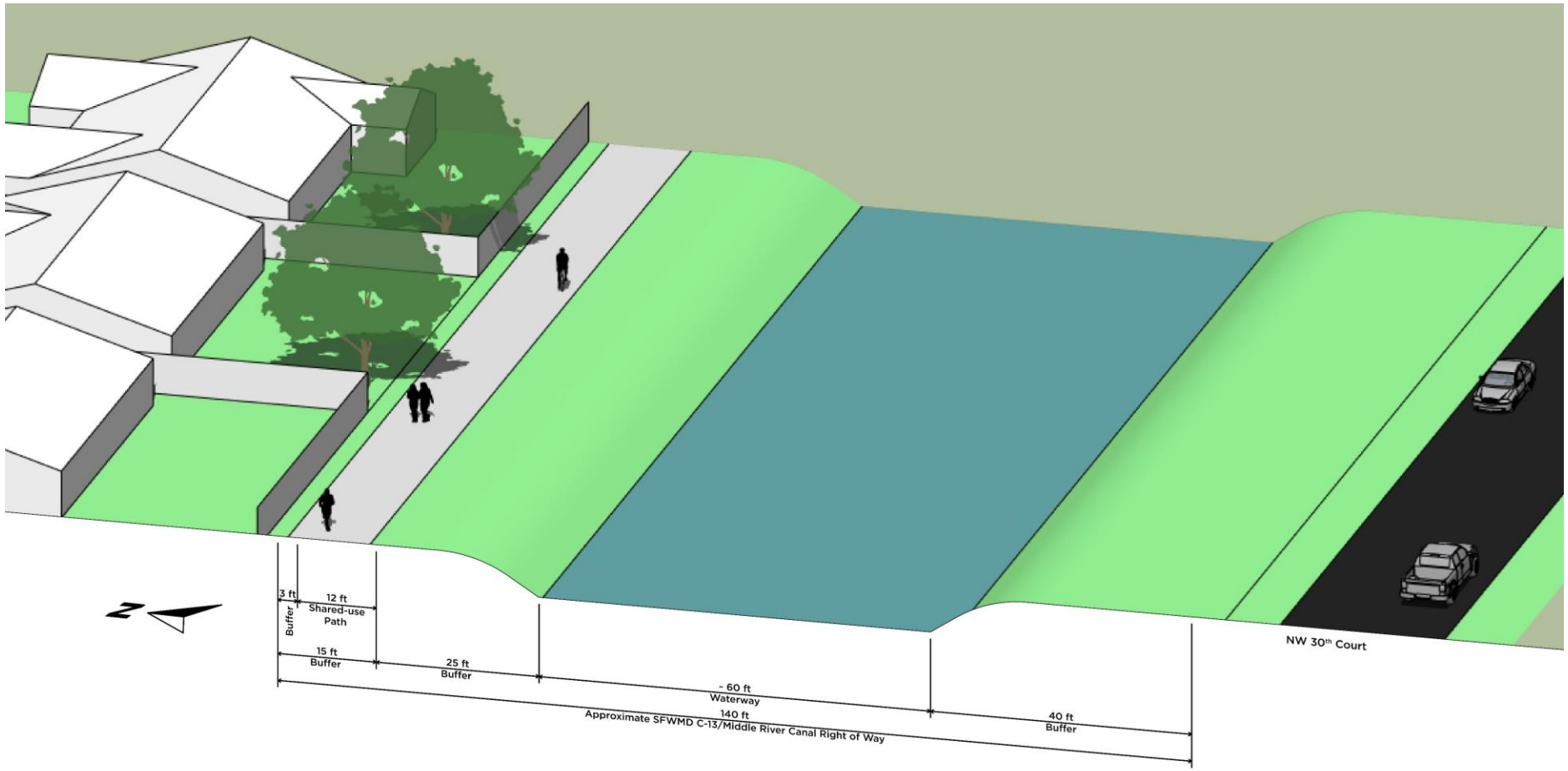


Analysis of public safety data does not show a relationship between Hiatus Road Greenway and changes in crime or police service calls.

Hiatus Greenway Counts

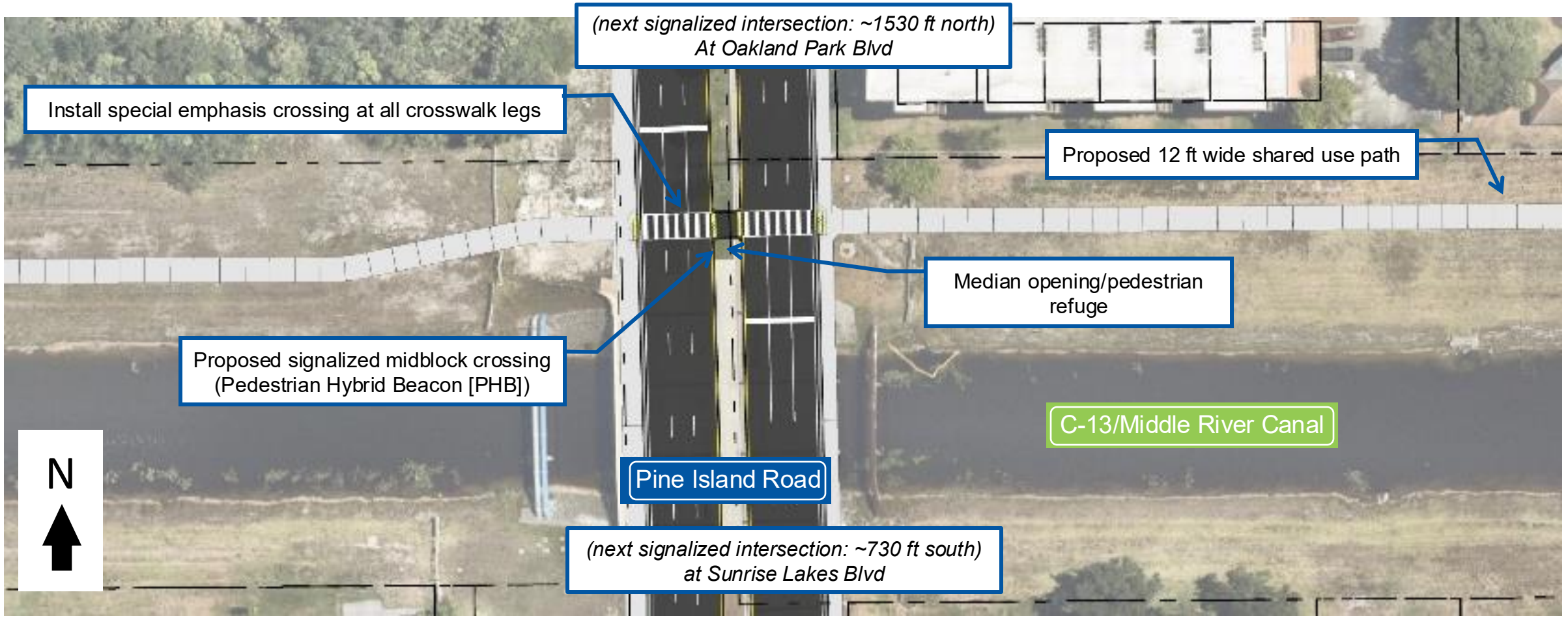
Name	Thursday 10/16/26 Northbound	Thursday 10/16/26 Southbound	Saturday 10/18/26 Northbound	Saturday 10/18/26 Southbound
Hiatus Greenway North- NW *29th Manor to Oakland Park Boulevard*	69	59	80	68
Hiatus Greenway South- *Sunrise Boulevard to NW 29th Manor*	103	119	118	125

Hiatus Road to Nob Hill Road – Typical Section Northern Alignment

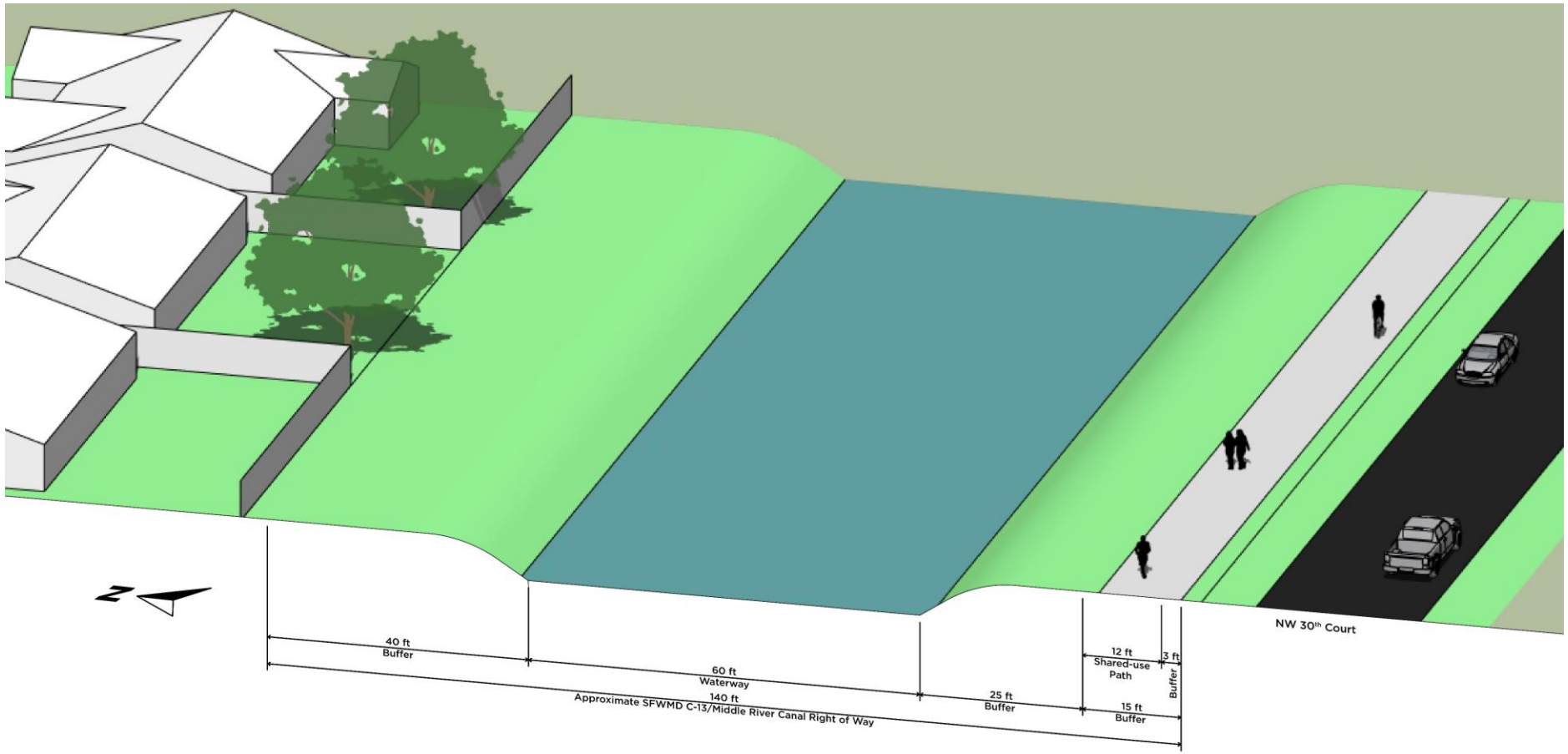


C-13 Canal Shared Use Path Proposed Northern Alignment Concept

Pine Island Road Crossing Proposed Northern Alignment Concept

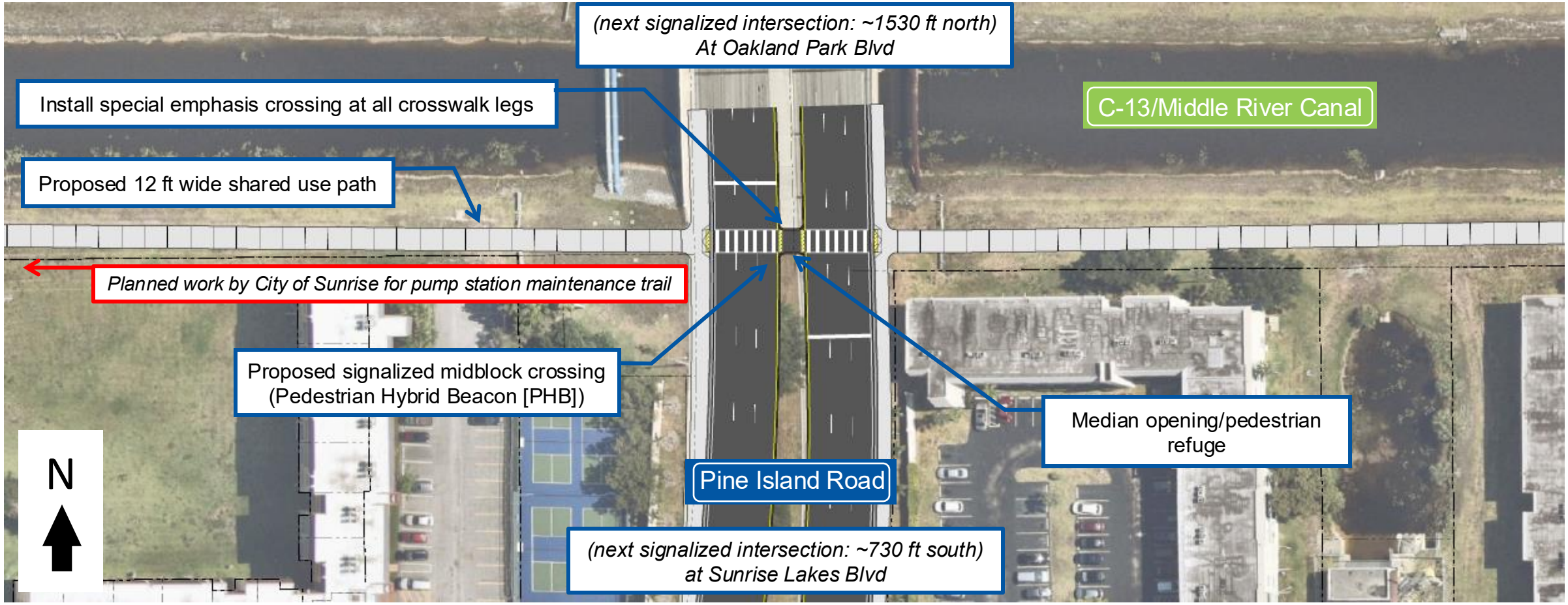


Hiatus Road to Nob Hill Road – Typical Section Southern Alignment

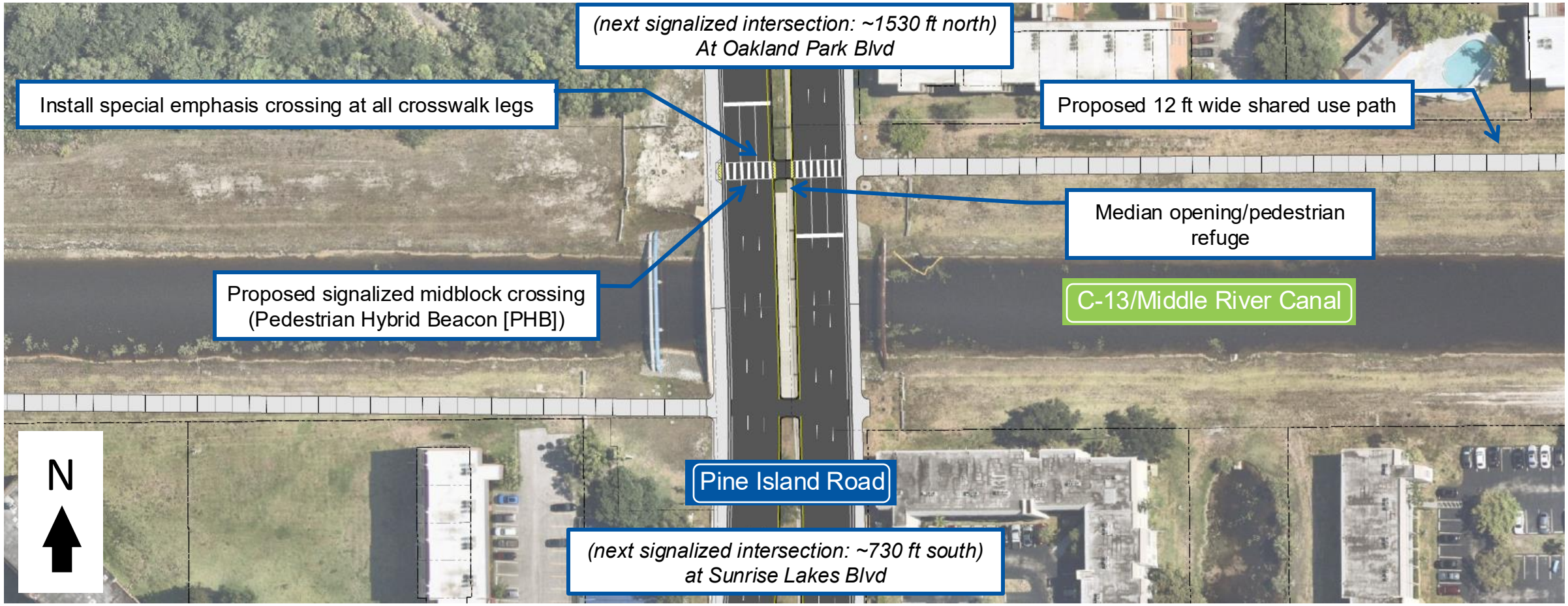


C-13 Canal Shared Use Path Proposed Southern Alignment Concept

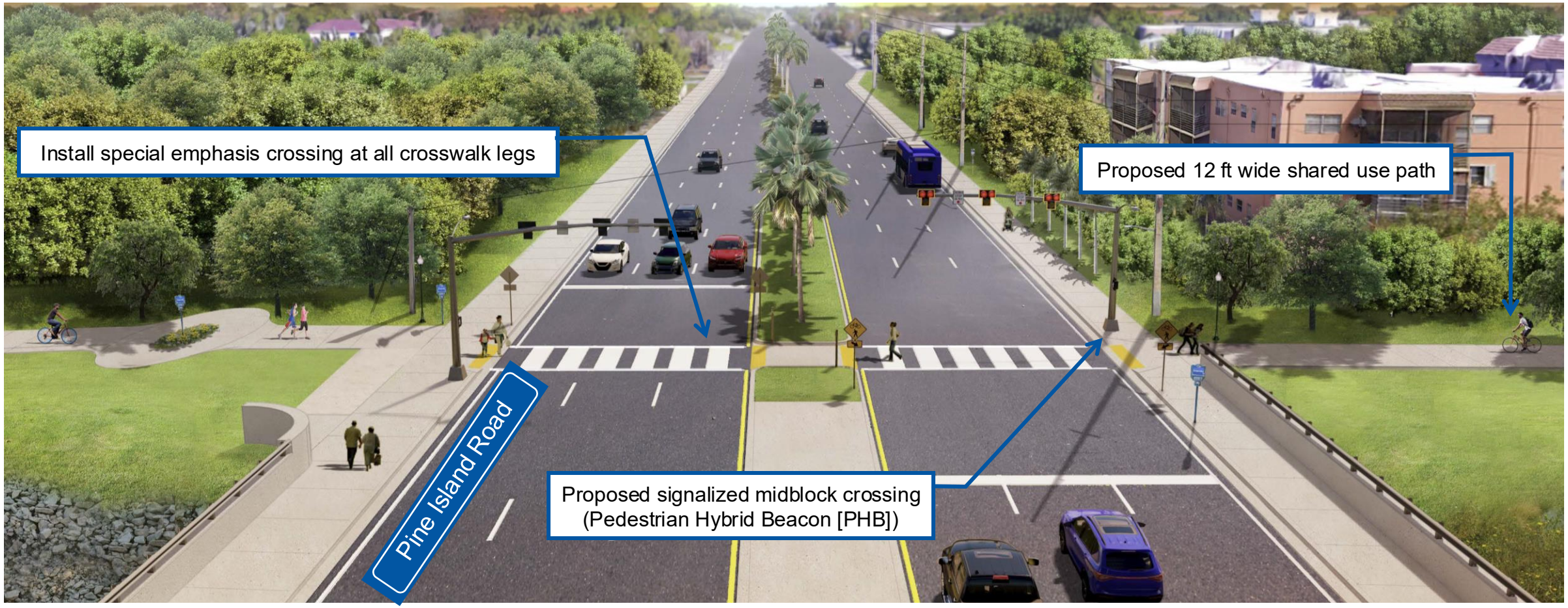
Pine Island Road Crossing Proposed Southern Alignment Concept



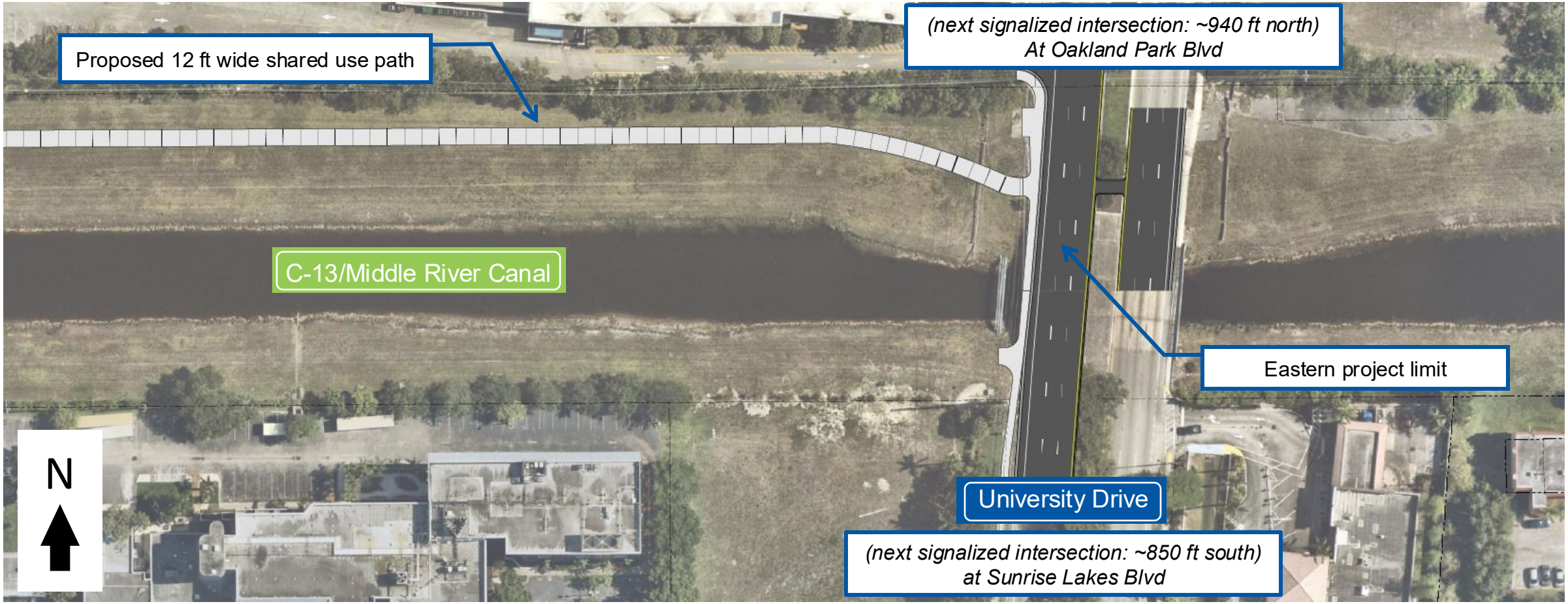
Pine Island Road Crossing Proposed Southern Alignment Switching to the North Concept



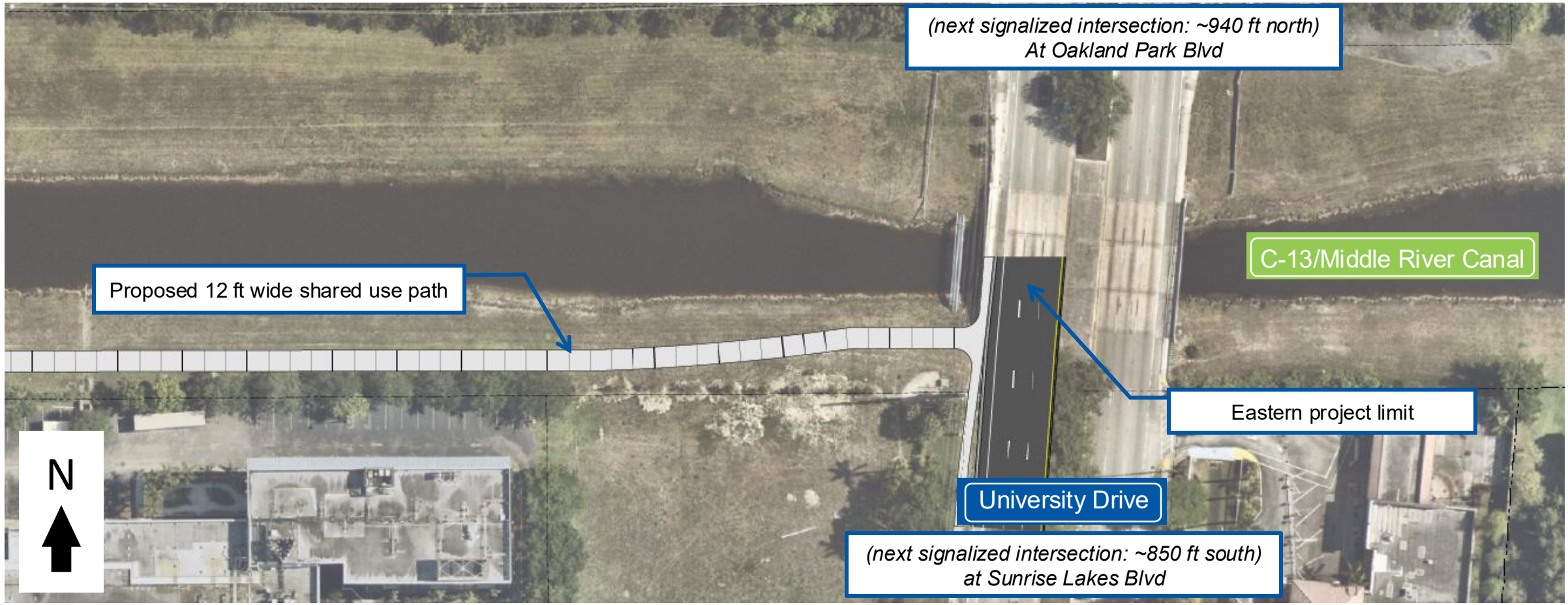
Pine Island Road Crossing Proposed Midblock Crossing



University Drive Crossing Proposed Northern Alignment Concept



University Drive Crossing Proposed Southern Alignment Concept



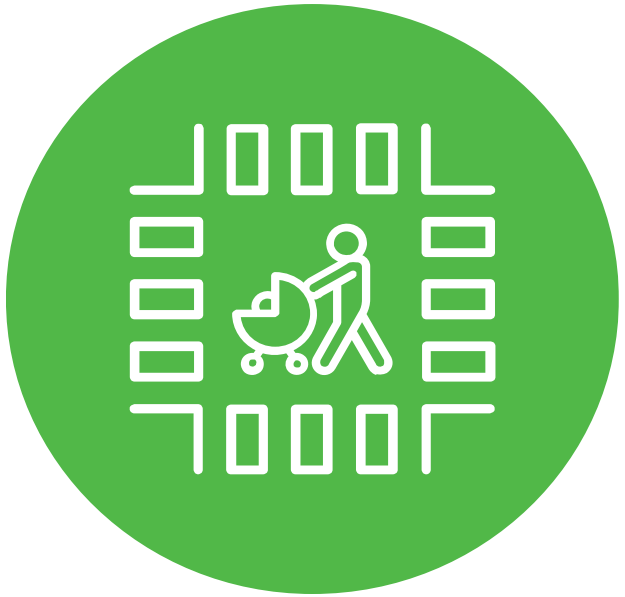
Next Steps

Determine concept route

City Commission will consider a resolution of support for the project

FY 2027 – Engineering Design is programmed.

FY 2027 – Construction funding will be identified in future programming cycles by the BMPO.



Questions?

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: City Commission Budget

Item Number: 16B **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding Commission Budget. Mayor Michael J. Ryan.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Survey

Background:
Agenda Item Requested by Mayor Michael J. Ryan.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mayor Michael J. Ryan Phone: 954-746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

2025 Mayor and City Commissioner Survey
Broward County

Mayor and City Commissioner Allowance Survey	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DANIA BEACH	DAVIE	DEERFIELD BEACH
Number of Elected Officials	5	5	5	5	5	5
Are the Elected Officials provided an auto allowance?	NO	NO	NO	NO	NO	NO
If yes, how much per Mayor and/or Commissioner? (Annual)	N/A	N/A	N/A	N/A	N/A	N/A
If yes, are receipts or any reporting on mileage required for reimbursement?	N/A	N/A	N/A	N/A	N/A	N/A
Are the Commissioners provided an expense allowance?	YES	NO	YES	YES	YES	YES
If yes, how much per Mayor and/or Commissioner?	$7,200/YR	N/A	$3,839.69/YR-COMM $4,799.96/YR-MAYOR	$10,000/YR	$5,400/YR	$2,400/YR
If yes, are receipts required for reimbursement?	NO	N/A	NO	NO	NO	NO
Are any other allowances provided to the Mayor and/or Commissioners?	NO	YES-CELLPHONE	YES-CELLPHONE	YES-CELLPHONE	NO	YES - CLOTHING
Please describe:	N/A	$1,200/YR IF NOT ISSUED BY CITY	$600/YR	$480/YR	N/A	$300/YR
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	N/A	$ 30,000	N/A	$ 125,000	$ 15,000	N/A
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	N/A	YES	N/A	YES	YES, $3,000 EACH	N/A
Are receipts required for the use of discretionary funds?	N/A	YES	N/A	YES	NO	N/A

2025 Mayor and City Commissioner Survey
Broward County

Mayor and City Commissioner Allowance Survey	FORT LAUDERDALE	HOLLYWOOD	LAUDERHILL	MARGATE (Partial - Info from Budget)	MIRAMAR	NORTH LAUDERDALE
Number of Elected Officials	5	7	5	5	5	5
Are the Elected Officials provided an auto allowance?	NO	YES	NO	YES	YES	YES
If yes, how much per Mayor and/or Commissioner? (Annual)	N/A	$ 6,000	N/A	$4,800	$7,800	$8,400/YR - COMM $9,600/YR - MAYOR
If yes, are receipts or any reporting on mileage required for reimbursement?	N/A	NO	N/A	NO	NO	N/A
Are the Commissioners provided an expense allowance?	YES	NO	YES	YES	YES	YES
If yes, how much per Mayor and/or Commissioner?	$9,000/YR	N/A	$12,600/YR - COMM $13,800/YR - MAYOR		$12,500/YR	$4,200/YR - COMM $6,888/YR - MAYOR
If yes, are receipts required for reimbursement?	NO	N/A	NO		NO	NO
Are any other allowances provided to the Mayor and/or Commissioners?	NO	YES-CELLPHONE	YES-CELLPHONE	YES-CELLPHONE	NO	YES-CELLPHONE
Please describe:	N/A	$1,200/YR		$960/YR	N/A	$900/YR
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	$ 260,078	$ 40,000	$60,000 CITY COMMISSION EVENTS	$ 10,000	$ 250,000	$ 7,500
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	YES	NO	N/A	YES	YES	YES
Are receipts required for the use of discretionary funds?	YES	YES	N/A		YES	

2025 Mayor and City Commissioner Survey
Broward County

Mayor and City Commissioner Allowance Survey	OAKLAND PARK	PARKLAND	PEMBROKE PINES	PLANTATION (STRONG MAYOR)	POMPANO BEACH	SUNRISE
Number of Elected Officials	5	5	5	6	6	5
Are the Elected Officials provided an auto allowance?	NO	YES	YES	NO	NO	YES
If yes, how much per Mayor and/or Commissioner? (Annual)	N/A	$3,600	$7,200/YR - COMM $9,600/YR - MAYOR	N/A	N/A	$2,400
If yes, are receipts or any reporting on mileage required for reimbursement?	N/A	NO	NO	N/A	N/A	NO
Are the Commissioners provided an expense allowance?	NO	NO	YES	NO	YES	YES
If yes, how much per Mayor and/or Commissioner?	N/A	N/A	$11,875/YR - COMM $21,750/YR - MAYOR	N/A	$3,250/YR	$4,800/YR - COMM $7,200/YR - MAYOR
If yes, are receipts required for reimbursement?	N/A	N/A	NO	N/A	NO	NO
Are any other allowances provided to the Mayor and/or Commissioners?	YES - COMMUNICATIONS	YES-CELLPHONE	NO	NO	YES-CELLPHONE	NO
Please describe:	$2,700/YR	$600/YR	N/A	N/A	CITY PAYS CELL PHONE BILL FOR CITY USE	CITY ISSUED CELL PHONE
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	N/A	N/A	N/A	N/A	N/A	N/A
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	N/A	N/A	N/A	N/A	N/A	N/A
Are receipts required for the use of discretionary funds?	N/A	N/A	N/A	N/A	N/A	N/A

2025 Mayor and City Commissioner Survey
Broward County

Mayor and City Commissioner Allowance Survey	TAMARAC	WESTON
Number of Elected Officials	5	5
Are the Elected Officials provided an auto allowance?	YES	NO
If yes, how much per Mayor and/or Commissioner? (Annual)	$8,400	N/A
If yes, are receipts or any reporting on mileage required for reimbursement?	NO	N/A
Are the Commissioners provided an expense allowance?	YES	NO
If yes, how much per Mayor and/or Commissioner?	Can use discretionary funds (below) with receipts	N/A
If yes, are receipts required for reimbursement?	YES	N/A
Are any other allowances provided to the Mayor and/or Commissioners?	YES-CELLPHONE	NO
Please describe:	$600/YR	N/A
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	$105,000 TOTAL $20,000/YR - COMM $25,000/YR - MAYOR	N/A
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	YES	N/A
Are receipts required for the use of discretionary funds?	YES	N/A

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Wellness Initiative Update

Item Number: 16C **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Employee Preventative Screening - Wellness Initiative Update by City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
City Manager Mark Lubelski will provide an update on the Employee Preventative Screening - Wellness Initiative program, which was included as part of the FY 2026 Budget.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Solid Waste Authority of Broward County Update

Item Number: 16D **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Update on Solid Waste Authority of Broward County by City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Update on Solid Waste Authority of Broward County by City Manager Mark Lubelski.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: City Manager Mark Lubelski Phone: 954-746-3430

Department Head Name and Title:

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: City Attorney Annual Review

Item Number: 17A **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

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

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

City Attorney Annual Report
Sunrise Management Personnel Performance Evaluation Criteria

Background:
This agenda item is for the Annual Review of the City Attorney.

Anniversary Date: January 1st

The City Attorney's Employment Contract contains the following provision regarding an annual performance review and merit increase:

- Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee at least once annually. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase of either one or two pay steps retroactive to the first full pay period following Employee's anniversary date. In the event a performance evaluation of the Employee is not completed within sixty (60) days of the Employee's anniversary date, the Employee shall receive a merit increase of two and one-half percent (2 ½%) retroactive to the first full pay period following Employee's anniversary date. In the event the pay ranges for General Executive/Management employees are adjusted to add a top step and drop the bottom step, Employee shall be entitled to receive an increase based upon the same timing and percentage value of the step that was added for General Executive/Management employees.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Thomas P. Moss Phone: (954) 746-3300

Department Head Name and Title:
Thomas P. Moss, City Attorney

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor and City Commissioners

From: Thomas P. Moss, City Attorney TPM

Date: February 18, 2026

Re: City Attorney Annual Performance Review

This Memorandum highlights the significant activities of the City Attorney's Office during my annual review period of January 1, 2025 through December 31, 2025. Through the leadership of the City Commission, the City Attorney's Office has contributed to the growth and continued success of the City. As you know, I provide the City Commission with monthly reports and litigation updates, an August Annual Report, and periodic updates and reports on important issues that arise.

Consisting of 5 employees (Deputy City Attorney Navin Ramnath, Assistant City Attorney Robert Ruiz, Paralegal Ilse Briceno, Administrative Assistant Shabana Ali, and me), the City Attorney's Office is a dedicated team that works collaboratively with City management, City departments and staff, local businesses and the public to accomplish many functions that contribute to the City's success. Although our office does not provide legal advice to the public, we strive to provide excellent customer service to residents and businesses that reach out to us with legal issues, questions and concerns.

We represent the City Commission, the Charter Officers, all City departments, and the advisory boards. We regularly participate in meetings with the City Manager's Office, the Community Development Department, the Police and Fire Departments, and all other City departments and divisions on a wide variety of issues. We represent the City in a variety of cases in the Circuit Court, County Court, Traffic Court, and local hearings. We review all City contracts, agreements, policies and procedures. We conduct legal research and analysis on issues as they arise. We work extensively on each City Commission meeting agenda, including drafting, editing and approving all ordinances and resolutions.

The City Attorney's Office handles a large volume of work. For example, Mr. Ramnath represents the City in thousands of code violations in front of the Special Magistrate every year. Mr. Ruiz works with the Police Department to review, file and litigate Risk Protection Orders on an emergency basis in Circuit Court. There has been a significant increase in legal challenges to red light camera violations this year, resulting in Mr. Ruiz

spending many hours attending hearings and working with the Police Department and the City's red light camera vendor. Our office will be instrumental in launching the school zone speed enforcement program. We prioritize the City's needs in a timely, cost-efficient manner. Although most of this office's work is performed behind the scenes and is difficult to measure, I have included some measured statistics below to provide insight into the volume of work we perform each year.

MEASURED STATISTICS:	**1.1.25 - 12.31.25**
Resolutions/Ordinances Drafted	**335**
Contracts and Agreements Drafted, Reviewed or Amended	**193**
Red Light Camera Hours	**183 Hours**
Red Light Camera Notices Filed	**2,452**
Code Compliance Cases	**1,413**
Foreclosure Cases Defended	**25**
Bankruptcies and Tax Deeds	**37**
Risk Protection Order Cases Filed	**12**
City Policies Reviewed or Amended	**175**
Monies Recovered from Negotiated Settlements and Partial and Full Releases of Code Liens	**$537,315 230 Cases**

City Commission & Individual Commissioner Items

In 2025, I advised the City Commission and researched various issues for the City Commission, as well as for individual Commissioners, including the following:

- Provided an update on the recent amendment to the County's Elected Official Code of Ethics regarding acceptance of gifts by elected officials.
- Met individually with City Commissioners and Chief of Police to review proposed school zone speed detection program.
- Drafted a Memorandum regarding quasi-judicial procedures and ex parte communications relating to land development applications and met individually with several City Commissioners to review these procedures.
- Prepared a survey of local municipalities with public art programs and requirements.
- Provided guidance to the Commission Office and individual City Commissioners on gift disclosure requirements for attendance at events.
- Conducted legal research on state law regulating unauthorized use of municipal seals and logos.
- Requested and obtained a formal advisory opinion from the Florida Commission on Ethics regarding serving as president of ESRA.
- Prepared advisory opinion pursuant to the County's Elected Official Code of Ethics regarding social media use for charitable solicitations.
- Prepared a Legal Memorandum regarding County's Elected Official Code of Ethics regulation of charitable solicitations and disclosure requirements.
- Began review of quasi-judicial procedures and potential City Code amendments to streamline the land use review and approval process.

Land Development Projects

- **Baptist Health**: Following City Commission approval of the Purchase and Sale Agreement of the City's 25-acre site to Baptist, our office continued to work with the City Manager's Office to prepare for and conduct the July 23rd closing. We have continued to work with Baptist on land use approvals including a plat note amendment and an NVAL agreement with Broward County.
- **Solterra**: Worked on the dedication of an access road and easement issues. We drafted an Interlocal Agreement between the City and Solterra Community Development District for the entrance road improvements and maintenance.
- **84 South DRI and Camino Hotel**: Extensive collaboration with the Community Development Department to review numerous land use applications and prepare agenda items for Planning & Zoning, Board of Adjustment, and City Commission meetings and quasi-judicial hearings.
- **The Ray**: Our office prepared closing documents for the conveyance of the vacant parcel at the northwest corner of Sunset Strip and Sunrise Boulevard. We worked with the Community Development Department to finalize a Development Incentive Agreement and an affordable housing restrictive covenant.
- **Vista at Springtree**: We worked with the City Manager's Office to amend the loan commitment agreement for affordable housing.
- **Pine Island Park**: We worked with the City Manager's Office to amend the loan commitment agreement and draft an affordable housing restrictive covenant.
- **Sunset Strip Square**: Following the developer's acquisition of County-funding, we worked with the City Manager's Office and Community Development Department on the developer's request for a revision to the affordable housing commitment. We also drafted amendments to the previously approved rezoning, site plan, Purchase and Sale Agreement, and Development Agreement. We recently met with City Manager's Office and the developer's team to discuss permitting and next steps.
- **Vacant Parcel at Hiatus Road and 44th Street**: Our office worked extensively with the City Manager's Office and Community Development Department on the land use applications for this site. We attended the Development Review Committee (DRC) meeting and several meetings with the developer's team and legal counsel regarding the applications and real estate issues.

City Code Amendments

- **Planned Unit Development (PUD) District**: Drafted amendment to the Land Development Code to allow for a reduced minimum site area, revise the submittal requirements for single-phase developments, and authorize requests for reduced minimum floor area for certain affordable housing projects.
- **Small-Scale Site Plans**: Drafted amendment to the Land Development Code to allow small-scale site plans and procedures for properties of two acres or less, and to revise the procedures for large-scale site plan review.
- **School Zone Speed Detection Program**: Our office worked extensively with the Police Department to draft an ordinance creating a program and

authorizing the placement of speed cameras in school zones. We continue to work with the Police Department as we prepare for the implementation of the program, including preparing the necessary evidence packets, notices, and forms required by the courts.

- **Reasonable Accommodation Requests for Recovery Residences**: House Bill 954 and Section 397.487, Florida Statutes, requires all cities to enact an ordinance adopting procedures to review and approve requests for reasonable accommodation for certified recovery residences. We worked with the Community Development Department to draft an ordinance complying with state law.
- **Private Road, Access Drive, and Parking Lot Safety Standards**: Drafted amendment to the Land Development Code to require that new and existing developments provide adequate vehicular clear zones.
- **City Commission Meeting Schedule**: Amended Section 2-31 of the City Code to allow scheduling of Commission meetings on alternate dates.
- **Veterans Advisory Board**: Amended the membership of the Veterans Advisory Board to allow for additional members to serve.
- **Recycling**: Drafted amendments to Chapter 12 of the City Code to authorize the use of more efficient and cost-effective measures for the collection, management, and disposal of solid waste and recyclable materials.
- **Pension Board Term of Office**: Drafted amendment to Chapter 11 of the City Code to increase Trustees' terms of office from two years to four years, consistent with state law, to promote Pension Board stability.

City Property Transactions

- **Library Square Units 8 and 9**: Drafted a Lease Agreement with Ghostorchid LLC for a proposed restaurant and brewery.
- **Library Square Unit 10**: Worked with the City Manager's Office to draft a Purchase and Sale Agreement and a lease back to the existing tenant.
- **Library Square Unit 11**: Drafted a Lease Agreement with Koffee Kult for a coffee shop.
- **1190 and 1200 Sunset Strip**: Drafted agreement and closing documents for the City purchase of two adjacent properties in furtherance of the East Sunrise Improvements Master Plan. This purchase closed on February 10, 2026.
- **Vacant Parcel – Sunset Strip**: Worked with the City Manager's Office and the developer's team to close on the transfer of a vacant parcel for use in The Ray mixed-income housing development.

State and County Ethics Compliance

- Prepared an analysis of State and County Ethics Codes relating to solicitation of charitable contributions, voting conflicts, gift acceptance and disclosure, and use of office.
- Drafted updates as requested to the City Commission's Resolution approving charitable organizations and events in accordance with the County's Elected

Official Code of Ethics.
- Provided Sunshine Law, public records, and ethics training to City Commissioners and City staff upon request.
- Reviewed Arena Suite Use Policy to ensure ongoing compliance.

City Departments

The City Attorney's Office works with all City's Departments and staff on a day-to-day basis. Some of the items we worked on are listed below.

City Clerk:

- Assisted with complex public records responses and exemption issues.
- Worked with Clerk on review and production of documents in the West Construction lawsuits.
- Trained advisory board members in public records and Sunshine law.
- Reviewed 2026 Municipal Election Agreement with Supervisor of Elections.
- Provided advice regarding voting conflicts and disclosures for advisory board members.

City Manager's Office:

- Prepared numerous public art agreements for the Village Art Plaza and Flamingo Road Linear Park.
- Developed an employee firearm and weapon policy in response to an appellate court ruling striking down state's open carry ban.
- Ongoing meetings and correspondence with Broward County and legal counsel for Springtree West Cove HOA regarding canal bank.
- Worked on several agreements with FDOT related to the Sawgrass Expressway widening project and intersection improvements for the Baptist Hospital site.
- Worked with City Manager's Office to draft an agreement with the Manne Foundation for the First-Time Eviction Prevention Program for Sunrise Families with Minor Children.
- Worked with City Manager's Office to draft an agreement with the FBI Agents Association for dedication of a splash pad at Oscar Wind Park.
- Participated in Strategic Plan meetings with City management and consultant.
- Worked with City Manager's Office and lobbyist on amendments to Senate Bill 202 and companion bills affecting municipal utility rates.
- Prepared a lease agreement with the Boys & Girls Club of Broward County.

Community Development Department:

- Navin Ramnath worked with the Code Compliance and Building divisions to prepare for and attend monthly Special Magistrate hearings and draft orders and legal briefs as requested by the Special Magistrate.
- Mr. Ramnath worked with the Code Compliance and Building divisions to review requests for settlement of code liens and prepare and record releases and partial releases of liens. Mr. Ramnath negotiated many of these settlements. In 2025, the Community Development Department recovered outstanding fines in the

amount of $537,315 through these efforts.

- Worked with the Community Development Director to prepare for complex quasi-judicial hearings.
- Reviewed and provided legal guidance on applications for extended hours licenses, nightclubs, and special events.
- Provided legal review and guidance on home-based businesses, business tax exemptions, nuisance abatement, non-consent towing permits, and shared parking agreements.
- Prepared public notices and final orders for all quasi-judicial proceedings.
- Attended bi-weekly meetings with the Community Development Director to review land use applications and code amendments.
- Attended Planning & Zoning Board and Board of Adjustment meetings for complex applications as requested by the Community Development Director.
- Worked with Community Development Director and City's bond counsel regarding construction of second parking garage at Sawgrass Mills Mall.
- Provided legal guidance on compliance with Senate Bill 180 regarding preemption of land use regulations in hurricane-affected counties.

Finance and Administrative Services:

- Represented the City in garnishment, tax deed, and foreclosure cases by protecting the City's liens and making claims for payment.
- Assisted the Finance Department and Public Service division in billing disputes, and interpretation of court orders, leases, and probate issues.
- Reviewed and revised agreements with the County Tax Collector for collection of Non-Ad Valorem Special Assessments.
- Reviewed and revised grant agreements and assisted with grant compliance.
- Reviewed satisfactions and amendments of City mortgages under the residential rehabilitation loan program.
- Reviewed all public notices for CDBG, SHIP, and other grant funding.
- Prepared and filed claims in the Cintas class action settlement for reimbursement of fees paid to Cintas.
- Drafted annual report for the City's auditor regarding active litigation and claims.
- Worked with the Purchasing Division on bids, bid disputes, and bid awards.
- Drafted updates to contract language and required statutory provisions.
- Reviewed all purchases and contracts prior to placement on City Commission agendas.

Fire Rescue:

- Reviewed and revised entire Operations and Policies Manual during accreditation process.
- Reviewed cost recovery rates for technical rescues.
- Worked on employee discipline and grievance issues and drafted settlements.
- Reviewed mutual aid agreements and MOUs.
- Worked on numerous agreements for purchases of equipment and services.
- Participated in meetings with Fire Rescue staff and Risk Manager on Code Red/Everbridge emergency notification system.

Human Resources:

- Provided legal guidance on employee complaints, investigations, and employee discipline.
- Drafted last chance agreements, attended grievance meetings, and attended arbitration with labor counsel.
- Worked on non-citizen employment eligibility based on changes in federal immigration policy.
- Reviewed and revised City' uniform and clothing guidelines.
- Reviewed and revised Commercial Driver's License (CDL) Training Agreement and in-house CDL training Program Memorandum.
- Reviewed and revised Letters of Understanding (LOU) between City and employee unions.
- Assisted in the review and interpretation of background screening reports.
- Reviewed alternative work schedule policy.
- Provided interpretation of City Code regarding re-hiring of former employees.

Information Technology:

- Reviewed agreements for all software and hardware purchases.
- Assisted in the drafting and updating of employee policies for dual authentication protocols, electronic signatures, and security and equipment use.

Leisure Services:

- Assisted in review of background reports for youth coaches and volunteers.
- Reviewed and revised agreements for Fourth of July and other City events.
- Provided legal guidance and interpretation of court documents relating to parents' and guardians' rights to enroll children in youth sports and activities.
- Worked with outside counsel to secure trademark of the Signature Sunrise Ballroom.
- Provided legal guidance on removing persons causing disturbances from City parks.
- Began working on a comprehensive Leisure Fee Schedule.
- Assisted with ongoing issues in the youth tackle football program.

Police Department:

- Robert Ruiz worked closely with officers and detectives to review, prepare, file, and litigate numerous Risk Protection Orders on an emergency basis.
- Mr. Ruiz represented the City in all aspects of red light camera enforcement, including attending hearings, opposing legal challenges, drafting and arguing motions, and working with the Police Department and the City's vendor on evidentiary issues.
- Mr. Ruiz provided on-call legal services for time-sensitive matters.
- Reviewed and revised annual School Resource Officer agreements.
- Reviewed and revised grant agreements for High Visibility Enforcement, cybersecurity, speed and aggressive driving, impaired driving, and identity theft.
- Provided legal guidance regarding off-duty details.

- Represented City in hearings on motions for return of property and evidence, including firearms.
- Assisted the records division with public records requests for body-worn camera and surveillance videos.
- Prepared legal updates and training on carrying of firearms, public camping, and trespass warnings.
- Analyzed and drafted opinion letters for expenditure of forfeiture funds.
- Reviewed and revised arrest and search warrants on an expedited basis.
- Reviewed, revised and updated policies and procedures.

Utilities Department:

- Reviewed and revised continuing services agreements, project agreements, letter agreements, and amendments.
- Reviewed and revised amendments to the Interlocal Agreement with Broward County for surtax funded municipal projects.
- Provided legal guidance on utility easements, including drafting and interpretation of easements.
- Worked with the Capital Projects Director to complete discovery requests in the construction litigation.

Active Litigation

Our office supervises the non-insurance covered litigation. I report to you monthly regarding such litigation. Active litigation includes the three West Construction lawsuits and the Thornton Construction lawsuit involving leaks in the Civic Center gym. We are continuing to work with outside construction counsel on the resolution of active litigation.

I worked with outside counsel, the City Manager's Office, and the Utilities Department to coordinate submission of claims in the PFAS nationwide class action lawsuits, resulting in the City recovering $9,675,478 to date in the DuPont and 3M settlements.

Conclusion

It is my privilege to provide this summary of the City Attorney's Office's activities. Our team provides the City Commission, Charter Officers, Department Directors, and all City departments and staff with high-quality legal services in a timely manner while maintaining fiscal responsibility. Should you desire more information regarding the City Attorney's Office's activities, please contact me.

Sunrise Management Personnel – Performance Evaluation Criteria

ACHIEVEMENT OF OBJECTIVES: Includes productivity of the unit (the quantity and quality of output) and accomplishing unit goals.

DECISION MAKING AND JUDGMENT: Includes assigning tasks, responding to work problems in a timely and effective manner, assessing priorities, and identifying and evaluation problem areas and problem solving skills.

PERSONNEL DEVELOPMENT: Includes orienting new employees; assisting subordinates in accomplishing assigned tasks; recommending training and/or developmental programs (includes self-development); counseling and motivating employees.

PLANNING AND ORGANIZING: Includes designing realistic short and long range plans; optimizing time, personnel, equipment, and material resources; clearly defining responsibility and authority; and developing standards for the work unit.

INTERPERSONAL SKILLS: Includes encouraging participation and teamwork; fostering unit morale; working cooperatively with the public, peers, and subordinates; and accepting advice and counseling from superiors.

COMMUNICATIONS: Includes preparing clear and concise reports and correspondence; and making effective oral presentations.

ADMINISTRATIVE POLICY AND PROCEDURE: Includes understanding and implementing City Code, Administrative Orders, and department policies and procedures; complying with Personnel Rules, City Manuals, grievance procedure and safety regulations; adhering to affirmative action guidelines; and timely and effective counseling.

ADDITIONAL FACTORS: May include special skills, knowledge, and abilities; special job requirements or temporary assignments.

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Tunes 'N Trucks

Item Number: 17B **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action re: Tunes 'N Trucks Concert Series. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Agenda item was requested by Commissioner Joseph A. Scuotto.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Commissioner Joseph A. Scuotto Phone: 954--746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Youth Advocacy Council

Item Number: 17C **Meeting Date:** 2/24/2026

City Reference Number (C#):

Item Description:

City Commission Discussion and/or Action re: Creation of a Youth Advocacy Council. Assistant Deputy Mayor Latoya S. Clarke

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proposed New Program - Youth Advocacy Council

Background:
City Commission Discussion and/or Action Regarding Creation of a Youth Advocacy Council. Agenda Item Requested by Assistant Deputy Mayor Latoya S. Clarke

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Department Head Recommendation:
Approval

Person With Additional Information:
Name: Assistant Deputy Mayor Latoya S. Clarke Phone: 954-746-3255

Department Head Name and Title:

City Manager:
Authorized for agenda placement

City of Sunrise
Youth Advocacy Council - *Proposed New Program*

Purpose: The Youth Advocacy Council creates opportunities for students to become more involved in the City government such as assisting with the planning of social, educational, cultural, and recreational activities for youth; working with the Mayor, City Commission, and key City departments on providing service and leadership opportunities for the youth of the City; and most importantly, keeping the Mayor and City Commission abreast of important issues that affect young adults in Sunrise.

The Youth Advocacy Council meets once a month except during summer break. It is composed of 6 members - President, Vice President, Treasurer, Board Secretary and two (2) Board Members. All Council members participate in the monthly meetings, with a prepared Agenda.

Youth Council Qualifications:
The qualifications for Youth Advocacy Council members are as follows:

- Must be a Sunrise resident
- Must be enrolled in 8th-12th grade
- Must maintain a minimum 2.5 grade point average
- Must maintain good citizenship and demonstrate an interest in the community and a willingness to serve the youth of the City of Sunrise for a period of one (1) year

Additional Program Information:

What service and leadership opportunities are provided? Each member will participate in public speaking and identifying issues within the community that can be brought forward. If the Youth Council identifies an issue, they will discuss it at their meeting, and the Council liaison will bring the issue to their Department Director to have it addresses or escalated to the City Manager, as needed. The Youth Advocacy Council members will also volunteer at City events and they will receive service hours for their time associated with the Council.

How do they interact with the Mayor and Commissioners or staff? They participate in an event called “Mayor and Commissioners For a Day” and at our local events. They could also shadow Department Directors. They may also have a meet and greet with the City Commission where they can ask the Mayor and Commissioners any questions they have.

DRAFT

Who will manage the Youth Advocacy Council? A City department will be designated by the City Manager's Office to manage the Program and the monthly Council meetings.

Will the Council Members be entitled to a monthly payment of $50, similar to other City Advisory Boards? No, the Youth Advsory Council is not considered a formal City Board. All members of the Youth Advocacy Council will serve on a voluntary basis and will receive service hours in recognition of the time they contribute to the Council.

DRAFT