SUNRISE CITY COMMISSION MEETING

The meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351. The 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.

MEETING AGENDA
Tuesday, November 10, 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.)

4.A. 26283

A Resolution of the City of Sunrise, Florida, approving a "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" for the 2027 Occupant Protection and Child Passenger Safety Initiative; and providing an effective date.

4.B. 26293

A Resolution of the City of Sunrise, Florida, approving the Renewal of Specific Excess Stop Loss Reinsurance through Voya Financial, Inc. for the City's Self-Funded Health Plan for the period of January 1, 2027 through December 31, 2027; and providing an effective date.

4.C. 26298
A Resolution of the City of Sunrise, Florida, adopting a "Municipal Impact Fee Study" for Police, Fire, and Parks and Recreation; and providing an effective date.

4.D. 26287
A Resolution of the City of Sunrise, Florida, providing for a revision to Ordinance No. 715-X, as Amended, to the General Executive Management Positions Schedule, and the Pay Plan Appendix; and providing for an effective date.

4.E. 26253
A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" under the terms of the Cobb County, Georgia Contract No. 23-6692-02 and State of Florida Alternate Contract Source (ACS) No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

4.F. 26292
A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. PB 27-02-10-LV between the City of Sunrise and Jackson Land Development, LLC" for Citywide Utility Repair Services utilizing the City of Plantation, Florida, Agreement No. 044-26 for Citywide Utility Repair Services; and providing an effective date.

4.G. 26288
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-25-018-CE Water Distribution System Corrosion Control Study"; and providing an effective date.

4.H. 26284
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA 23-009-HS Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services;" and providing an effective date.

4.I. 26291
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-23-030-CE Springtree Water Treatment Plant Improvements - Phase II Nanofiltration Treatment Expansion"; and providing an effective date.

4.J. 26290
A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. 23-002-HS Springtree WTP Electrical Upgrades - Phase 1 Construction Management Services"; and providing an effective date.

4.K. 26191
A Resolution of the City of Sunrise, Florida, awarding RFP No. 25-02-05-MS and "Contract No. C 25-02-05-MS - The Contract for Design Build" to David Mancini & Sons, Inc. for Design-Build Services for Lift Station Basin 122 Improvement Project; and providing an effective date.

4.L. 26257
A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-26-020-CE Lift Station 119, 120, and 122 Replacement – Owner's Advisor Services for Design-Build Implementation"; and providing an effective date.

4.M. C26303
ADDENDUM: A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held November 19, 2026 through November 20, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date.

(5) Quasi-Judicial Consent Agenda

(Any item may be removed from the consent agenda by a commissioner, the staff, the applicant, or an affected party.) Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting for quasi-judicial hearing.

(6) Special Items

6.A. Legislative Update by State Senator Barbara Sharief. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.B. Presentation by County Commissioner Hazelle P. Rogers. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.C. Presentation of the Teacher of the Month Award for November 2026 to April Stewart from Discovery Elementary School and Annabel Alonso Ng from Franklin Academy.

6.D. Proclamation proclaiming the Month of November 2026 as Juvenile Diabetes Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.E. **Proclamation proclaiming the Month of November 2026 as Native American Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.**

6.F. **Proclamation proclaiming November 28th, 2026 as Small Business Saturday in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.**

6.G. **Presentation to the winners of the 2026 Business Spotlight Awards.**

6.H. **Presentation of the Outstanding Performance Award for October 2026 to Susan Olson, Sr. Payroll Specialist.**

6.I. **Presentation of the Quarterly Award of Excellence to Matthew Barton, Utility Finance Manager.**

(7) **City Items**

7.A. **26301**
A Proclamation of the City of Sunrise, Florida, selecting a Deputy Mayor and Assistant Deputy Mayor for the period commencing November 10, 2026, in accordance with Section 2-16 of the City Code; and providing for an effective date.

(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**

12.A. **26277**
Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/27/2026, Passed 4-0 Guzman Absent)

12.B. **26280**
Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2026/2027 Budget Ordinance No. 728; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/27/2026, Passed 4-0 Guzman Absent).

12.C. 26285
First Reading of an Ordinance of the City of Sunrise, Florida, approving a Uniform Signage Plan for the Broward Health Sunrise Freestanding Emergency Department; providing for conflict; providing for severability; and providing an effective date.

12.D. 26027
First Reading of an Ordinance of the City Of Sunrise, Florida, amending Chapter 7 "Local Business Tax; Local Business Tax Receipts, and Business Regulations," Article IV "Consumer Protection," by creating Division 4 "Virtual Currency Kiosks" to prohibit Virtual Currency Kiosks in certain places within the City; providing for enforcement; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

12.E. 26302
First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 10 "Personnel," Article I "in General," Section 10- 1 "Personnel Summary," to Authorize the City Manager to freeze and unfreeze existing authorized employee positions; preserving existing approval requirements for the creation, abolition, and reclassification of positions; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(17) New Business

17.A. Commission discussion and/or action regarding the annual review and evaluation of the City Manager, Mark S. Lubelski.

17.B. Commission discussion and/or action regarding the annual review and evaluation of the City Clerk, Felicia M. Bravo.

17.C. Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police, Daniel J. Ransone.

17.D. Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief, John K. McNamara.

(18) Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

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

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 4.A. **C #:** 26283

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" for the 2027 Occupant Protection and Child Passenger Safety Initiative; and providing an effective date.

BACKGROUND INFORMATION:
The Sunrise Police Department has been awarded a grant in the amount of $50,000 from the Florida Department of Transportation (FDOT). The Grant funding will be used to reimburse overtime used to conduct data-driven high visibility enforcement campaigns increasing child passenger safety and safety belt usage and providing education and outreach involving occupant protection. Our primary goal is the reduction of occupant protection related crash fatalities and serious injuries by implementing enforcement operations and education. There is no match required by the City for this grant.

It is requested that the City Commission approve the Subrecipient Agreement with FDOT and authorize the Chief of Police to execute the agreement and all documents necessary to effectuate this grant award.

FUNDING INFORMATION:
Grant Award: $50,000.00

ATTACHMENTS:
ATY Resolution - C26283
FDOT Letter Of Acceptance
FDOT FY27 Grant Agreement-Occupant Protection and Child Passenger Safety

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS" FOR THE 2027 OCCUPANT PROTECTION AND CHILD PASSENGER SAFETY INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation awarded a grant to the City of Sunrise, through the Sunrise Police Department, for the 2027 Occupant Protection and Child Passenger Safety Initiative; and

WHEREAS, a Subgrant Agreement between the parties is required for the City to receive the grant funding.

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

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

Section 2. A "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" (Subgrant Agreement) for the 2027 Occupant Protection and Child Passenger Safety Initiative is hereby approved. A copy of the Subgrant Agreement is attached hereto and made part of this Resolution as Exhibit A.

Section 3. The Chief of Police is hereby authorized as the City's official to execute the Subgrant Agreement and all documents in connection with this grant award.

Section 4. The Chief of Police, or designee, is hereby authorized to do all acts and things required for the complete performance of the Subgrant Agreement, including executing any requests for reimbursement, certifications, extensions or renewals; however, any material amendments require approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2026

Daniel J. Ransone
City of Sunrise
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

RE: FY2027 Highway Traffic Safety Concept Paper Selection - CPG-2027-Sunrise Po-00263

Dear Daniel J. Ransone:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2027 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2027 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2027 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2027-Sunrise Po-00263

Implementing Agency
City of Sunrise Police Department

Project Title:
2027 Occupant Protection and Child Passenger Safety

Amount Requested
$75,000

After a comprehensive review, CPG-2027-Sunrise Po-00263 was funded for FY2027 with the following project number, title, and funding levels below:

FY2027 Project Number
OP-2027-00263

Implementing Agency
City of Sunrise Police Department

Project Title:
2027 Occupant Protection and Child Passenger Safety

Amount to be Awarded
$50,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** OP-2027-00263	**FDOT Contract Number:** G3X42
Federal Funds Awarded: $50,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2027

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: 2027 Occupant Protection and Child Passenger Safety
2. Federal Funding: $50,000 Match: $0 Total Cost: $50,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Sunrise	Agency Name:	Sunrise Police Department
Address:	10770 W. Oakland Park Blvd	Address:	10440 W Oakland Park Blvd
City:	Sunrise	City:	Sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 590944587 001

6. Federal Unique Entity Identifier (UEI) Number: G4JMYYE38F61

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Susan Nabors	Name:	Denise Guzzi
Address:	10770 W Oakland Park Blvd	Address:	10440 W Oakland Park Blvd
City:	sunrise	City:	sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351
Telephone:	(954) 746-3215	Telephone:	(954) 746-3493
E-mail:	snabors@sunrisefl.gov	E-mail:	dguzzi@sunrisefl.gov

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Pui King Liu	Name:	Jeremy Copas
Title:	Accountant	Title:	sergeant
Telephone:	(954) 746-3247	Telephone:	(954) 746-3342
E-Mail:	piu@sunrisefl.gov	E-Mail:	jcopas@sunrisefl.gov

11. Payment Remittance Address:
    - Name: CITY OF SUNRISE
    - Address: 10770 W. Oakland Park Blvd
    - City: Sunrise
    - State: Florida
    - Zip: 33351

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Correct use of an appropriate safety belt or child restraint is one of the most effective means of reducing injuries and fatalities in motor vehicle crashes. The National Highway Traffic Safety Administration (NHTSA)'s Countermeasures That Work, 11th Edition reports that lap-and-shoulder safety belts reduce the risk of fatal injury to front-seat passenger car occupants by 45% and the risk of moderate-to-critical injury by 50%. Correctly used child restraints reduce the risk of fatal injury in passenger cars by 71% for infants younger than age 1 and by 54% for children ages 1–4.

Correct restraint use remains a particular concern for child passengers. The 11th Edition cites the National Child Restraint Use Special Study, which found that 46% of car seats and booster seats had at least one major installation or use error that could reduce the restraint's effectiveness in a crash. Research also demonstrates that caregivers may have difficulty correctly installing child restraints and securing children even when they understand the importance of proper restraint use.

Florida's 2025 statewide observational survey, conducted by Preusser Research Group for FDOT, measured a safety belt use rate of 90.8%, the highest statewide rate recorded to date. Despite the high overall use rate, continued restraint non-use and misuse leave some vehicle occupants at increased risk of serious injury and fatality.

The City of Sunrise is located in Broward County and has an estimated population of approximately 100,100 residents. Approximately 21.2% of residents are under age 18, including 4.8% under age 5. The city is also home to numerous child care facilities and elementary schools, creating an ongoing need for child passenger safety education and services for parents, caregivers, and families.

Broward County ranks 3rd statewide in the FY2027 Highway Safety Matrix for occupant protection-related crashes resulting in injuries or fatalities. In 2025, Broward County experienced 920 occupant protection-related crashes. Of these crashes, 7.8% involved serious injuries and 2.6% were fatal. Occupant protection-related crashes accounted for 12.9% of traffic fatalities in Broward County. Within the City of Sunrise, occupant protection-related crashes accounted for 25% of fatal crashes and 12.5% of serious injury crashes.

Sunrise also experiences substantial visitor traffic generated by major regional destinations, including Sawgrass Mills and Amerant Bank Arena. The combination of a resident population exceeding 100,000, significant regional and tourist traffic, and documented occupant protection-related crash outcomes increases the number and diversity of motorists and passengers traveling on city roadways.

The Highway Safety Matrix ranking, local and county crash data, child passenger safety needs, and substantial daily and visitor traffic demonstrate a continuing need for focused occupant protection efforts in Sunrise. High-visibility enforcement, child passenger safety services, education, and community outreach can increase appropriate restraint use and reduce the risk of serious injuries and fatalities among motor vehicle occupants.

2. Proposed Solution:

The Sunrise Police Department (SPD) is seeking FDOT subgrant funding to continue implementing evidence-based occupant protection strategies consistent with NHTSA's Countermeasures That Work, 11th Edition. The project will combine data-driven high-visibility enforcement, child passenger safety services, public education, and community outreach to increase safety belt and child restraint use and reduce occupant protection-related serious injuries and fatalities.

Subgrant funding will support overtime salary and benefits associated with high-visibility enforcement and child passenger safety activities. SPD will conduct child restraint inspection and education events throughout the city, providing parents and caregivers with hands-on assistance in the correct selection, installation, and use of child

restraints. Officers and Child Passenger Safety technicians will provide inspections, educational materials, and community resources, with outreach directed toward populations and areas demonstrating the greatest need. These activities are consistent with NHTSA's "Child Restraint Inspection Stations" and "Programs for Increasing Child Restraint and Booster Seat Use" countermeasures.

SPD will also conduct high-visibility safety belt and child restraint enforcement supported by public information and outreach. Enforcement locations and time periods will be selected using crash, citation, and other relevant traffic safety data. SPD will participate in the annual "Click It or Ticket" mobilization consistent with NHTSA's "Short-Term, High-Visibility Seat Belt Law Enforcement" countermeasure. Public information efforts will use local media, social media, message boards, community events, and other appropriate channels to increase awareness of Florida occupant restraint laws and reinforce the importance of consistent safety belt and child restraint use. Outreach to populations with lower observed safety belt use will support these enforcement activities, consistent with NHTSA's "Communication Strategies for Low-Belt-Use Groups as Part of HVE" countermeasure.

SPD's local observational surveys demonstrate consistent increases in safety belt use following recent "Click It or Ticket" mobilization periods. In 2022, observed safety belt use increased from 83% before the mobilization to 87% afterward; in 2023, from 80% to 85%; in 2024, from 87% to 91%; and in 2025, from 76% to 82%. Across the four mobilization periods, observed safety belt use increased by an average of 4.75 percentage points from the pre-mobilization to post-mobilization surveys. This consistent pattern supports continued use of high-visibility enforcement and accompanying public information efforts.

SPD's primary goal is to reduce occupant protection-related crashes, serious injuries, and fatalities through coordinated enforcement, education, and child passenger safety activities. The Department will use available data to identify locations and populations requiring focused attention and will conduct outreach and enforcement in areas experiencing higher frequencies of crashes or other demonstrated occupant protection concerns.

A designated Project Manager will coordinate project implementation, identify priority enforcement and outreach locations, supervise personnel assignments, organize enforcement campaigns, and schedule community education activities. The Project Manager will also monitor subgrant expenditures and required documentation to ensure the effective and fiscally responsible use of subgrant funds. Participating officers will complete required training and maintain all FDOT activity logs and other required project documentation.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease occupant protection crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct a minimum of 20 occupant protection high visibility overtime enforcement operations during the project period.

d. Participate in the Click It or Ticket campaign through occupant protection overtime enforcement operations and educational/community activities.

e. Increase the safety belt usage rate in the City of Sunrise by 2% during the project period.

f. Strive to conduct a minimum of nighttime (between the hours of 9:00 pm and 6:00 am) occupant protection high visibility overtime enforcement operations during the project period.

g. Conduct a minimum of 5 child safety seat checks or child passenger safety classes during the project period.

h. Conduct and/or participate in a minimum of 5 educational/community outreach activities to increase occupant protection awareness during the project period.

i. Provide occupant protection information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 10 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Occupant protection-related crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of occupant protection high visibility overtime enforcement operations conducted during the project period.

d. The number of occupant protection-related overtime enforcement operations conducted, and education/community activities conducted/participated in during the Click It or Ticket campaign.

e. The safety belt usage rate in the City of Sunrise is increased by at least 2% during the project period.

f. The number of nighttime (between the hours of 9:00 pm and 6:00 am) occupant protection high visibility overtime enforcement operations conducted during the project period.

g. The number of child safety seat checks or child passenger safety classes conducted during the project period.

h. Detail all educational/community outreach activities conducted and/or participated in to increase occupant protection awareness during the project period.

i. The number of instances that occupant protection information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: 2027 Occupant Protection and Child Passenger Safety

Project Number: OP-2027-00263

FDOT Contract Number: G3X42

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, Benefits to include FICA (Social Security and Medicare), Retirement, and Worker's Compensation.	$50,000	$0	$50,000	No
	Subtotal:	**$50,000**	**$0**	**$50,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$50,000**	**$0**	**$50,000**	

Part IV: PERFORMANCE REPORT

Project Title: 2027 Occupant Protection and Child Passenger Safety

Project Number: OP-2027-00263

FDOT Contract Number: G3X42

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted occupant protection enforcement.
4. Conduct occupant protection high visibility enforcement operations.
5. Conduct outreach/educational activities for occupant protection.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (''Federal Nondiscrimination Authorities''). These include but are not limited to:

    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ''programs or activities'' to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

    (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

    (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

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

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

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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 section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** 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.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $50,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37526300004020FL0	01/12/2026
69A37526300004020FL0	03/30/2026

Project Title: 2027 Occupant Protection and Child Passenger Safety

Project Number: OP-2027-00263

FDOT Contract Number: G3X42

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: Daniel J. Ransone
Authorized Representative's Name Printed

Title: Chief of Police
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: Daniel J. Ransone
Authorized Representative's Name Printed

Title: Chief of Police
Authorized Representative's Title Printed

Date: _____
Date Signed

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance & Administrative Services
Finance & Administrative Services Department

ITEM #: 4.B. **C #:** 26293

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving the Renewal of Specific Excess Stop Loss Reinsurance through Voya Financial, Inc. for the City's Self-Funded Health Plan for the period of January 1, 2027 through December 31, 2027; and providing an effective date.

BACKGROUND INFORMATION:

The City maintains Specific Excess Stop Loss Reinsurance coverage ("Stop Loss") to protect its self-funded health plan against catastrophic individual claims. The current policy establishes a specific stop-loss threshold of $450,000 per individual per plan year. Once an individual's eligible claims exceed this threshold, the reinsurer reimburses or advance-funds 100% of the remaining eligible claim costs, with no aggregate dollar limit.

The incumbent carrier, ReliaStar Life Insurance Company, a Voya Financial Company ("Voya"), initially proposed a 15% renewal premium increase based on the leveraged trend factors used in the reinsurance market. Through negotiations led by the City's benefits consultant, Foundation Risk Partners – Public Risk Practice ("Consultant"), the proposed increase was reduced to approximately 9.5%, more in line with the City's medical and prescription drug cost trends, ongoing high-cost claims, and historical large-claim experience. Voya's proposed annual renewal premium is $1,328,082, an increase of $115,404 over the current annual premium of $1,212,678 (see Exhibit #1). The renewal pricing is based on approximately 1,150 participating employees and retirees. The negotiated increase closer reflects current medical cost trends affecting the City's self-funded health plan while remaining below the double-digit increases prevalent in the stop-loss reinsurance stop-loss market.

Pursuant to Section 5-173(c)(8) of the City Code, competitive procurement is not required for stop-loss reinsurance services when the City self-funds its medical insurance and uses a third-party administrator that has no financial interest in the stop-loss reinsurer.

Based on the negotiated renewal pricing, market research, and continuation of all existing coverage provisions, City staff and the Consultant recommend that the City Commission approve the renewal of Specific Excess Stop Loss Reinsurance coverage with Voya, maintaining the $450,000 specific stop-loss threshold, at an annual premium of $1,328,082, effective January 1, 2027, through December 31, 2027.

FUNDING INFORMATION:
505.55.10.519.504986 - Stop/Loss Premiums
Approximate City Cost $1,328,082.00

Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:
ATY Resolution - C26293
Exhibit A - 2027 Reinsurance Summary

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE RENEWAL OF SPECIFIC EXCESS STOP LOSS REINSURANCE THROUGH VOYA FINANCIAL, INC. FOR THE CITY'S SELF-FUNDED HEALTH PLAN FOR THE PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise contracts with Voya Financial, Inc. (Voya) to provide Specific Excess Stop Loss Reinsurance (Stop Loss) coverage for the City's self-funded health plan, and utilizes its benefits consultant, Foundation Risk Partners – Public Risk Practice (Consultant), to analyze and negotiate the reinsurance renewal; and

WHEREAS, the Consultant negotiated a renewal of the Stop Loss coverage with Voya and evaluated the proposed renewal pricing against the City's large claim history, current market trends, and two additional competitive quotes obtained from leading reinsurers, Sun Life Assurance and Symetra Life Insurance Company; and

WHEREAS, following its review and comparison of the three market quotes, the Consultant determined that Voya's renewal proposal offered the lowest price, with a 9.5% increase in premium, the continuation of the existing $450,000 Stop Loss coverage level, and favorable coverage terms. Voya's proposed renewal reflects an approximate annual premium of $1,328,082, representing an increase of approximately $115,404 over current premiums, based on the latest census figures.

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

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

Section 2. The renewal of Specific Excess Stop Loss Reinsurance with a $450,000 Stop Loss level through Voya Financial, Inc. for the period of January 1, 2027, through December 31, 2027, is hereby approved. A copy of the Voya Stop Loss Insurance Renewal Offer is attached hereto and made a part of this Resolution as Attachment A.

Section 3. Pursuant to Section 5-173(c)(8) of the City's Code, competitive procurement is waived for contractual services for specific excess stop loss reinsurance as the City is self-funded for medical insurance with a third-party administrator, which does not have a financial ownership interest with a reinsurer.

Section 4. The Risk Manager, or designee, is authorized to execute all documents necessary to effectuate the Stop Loss coverage, including reinsurance applications, forms, or other related documents. The Risk Manager, or designee, is further authorized to approve and pay the Stop Loss monthly premiums billed through AvMed, including adjustments resulting from increases or decreases in monthly membership enrollment, from budgeted funds. The Risk Manager shall provide the City Clerk with copies of all documents executed pursuant to this Resolution.

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

City of Sunrise
Stop Loss Comparison
Effective 1/1/2027

Voya Reinsurance Company			
Specific Reinsurance		***VOYA Current***	***VOYA Negotiated Renewal***
Specific Stop Loss Level		$450,000	$450,000
Maximum Reimbursement		Unlimited	Unlimited
Contract Type		Paid in 18 and incurred 1/1/2026 or after	Paid in 18 and incurred 1/1/2027 or after
Tier	**Headcount**		
Single	628	$45.97	$50.32
Family	522	$138.29	$151.48
Total	**1,150**		
Total Monthly Premium		$101,057	$110,674
Estimated Annual Premium		**$1,212,678**	**$1,328,082**
Annual Premium Change Over Current			**$115,404**
Percentage Change			**9.5%**
Renewal Rate Cap			*50.0%*
Renewal offer expiration			November 11, 2026

Enrollment is based on Voya renewal data supplied by AvMed

Renewal includes: No Lasering, Individual Gapless Renewal, and Individual Advanced Fundin

Prepared by Foundation Risk Partners Public Risk Practice
10/12/2026

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Shannon Ley, Director of Community Development
Community Development Department

ITEM #: 4.C. **C #:** 26298

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, adopting a "Municipal Impact Fee Study" for Police, Fire, and Parks and Recreation; and providing an effective date.

BACKGROUND INFORMATION:

The Florida Impact Fee Act authorizes local governments to collect impact fees to help fund infrastructure needed to accommodate new growth. These fees are intended to ensure that new development pays its fair share of the public facilities and services it requires, rather than placing the entire financial burden on existing residents, businesses, and utility customers. The Act establishes specific requirements governing how impact fees are calculated, collected, and used, and amendments over the past several years have imposed additional limitations on their implementation.

The City's current Police, Fire and EMS, and Park impact fees have not been updated since the 1990s and no longer reflect current infrastructure delivery costs. On August 12, 2025, the Commission approved a professional services agreement with Raftelis Financial Consultants to conduct a comprehensive study of these fees. City staff initiated the study on November 21, 2025.

Utilizing the most recent and localized data, Raftelis Financial Consultants completed the Municipal Impact Fee Study attached to this item as Exhibit A. The study evaluated projected population growth through 2050 and the capital costs associated with accommodating that growth while maintaining the City's existing levels of service. Impact fees cannot be used to fund improvements intended to increase existing levels of service.

The primary eligible capital costs identified in the study include vehicles needed to support additional personnel, a proposed new Fire Station No. 48, and the proposed Oscar Wind Park

Phase II expansions. The costs attributable to each impact fee program were evaluated in relation to the additional personnel or facilities needed to accommodate projected growth while maintaining the applicable level of service.

Although the study identifies a significant gap between the projected costs of providing these services and the revenue supported by the current impact fees, state law limits the amount and manner in which impact fees may be increased. Consistent with the applicable statutory requirements, the study proposes the maximum 50 percent increase for the Police, Fire and EMS, and Parks impact fees, phased in through four equal installments. The proposed 50 percent increase is significantly less than the full recovery cost.

This item proposes to adopt the Municipal Impact Fee Study for Police, Fire and EMS, and Park impact fees and preserve the supporting data and analysis in accordance with state law. This item will not implement or approve any impact fee increases. A separate item will be brought before the Commission, at a future meeting, to consider adoption of the proposed increases. Separating these actions is intended to ensure compliance with the detailed statutory requirements governing impact fees.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26298
Exhibit A - Municipal Impact Fee Study

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ADOPTING A "MUNICIPAL IMPACT FEE STUDY" FOR POLICE, FIRE, AND PARKS AND RECREATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.31801, Florida Statutes, provides that impact fees are an important source of revenues available for local government to use in funding infrastructure necessitated by new growth; and

WHEREAS, Section 163.31801(4), Florida Statutes, requires municipalities to prepare a demonstrated-need study that is planned-based and uses the most recent and localized data within four (4) years for the purpose of creating or increasing fees; and

WHEREAS, the City of Sunrise retained the services of Raftelis Financial Consultants (Consultant) to study the City's impact fees and prepare an impact fee study relating to police, fire, and parks and recreation (Impact Fee Study). The Consultant initiated the Impact Fee Study on November 21, 2025; and

WHEREAS, the Consultant provided the City with the Impact Fee Study dated November 2, 2026, attached hereto as Exhibit A; and

WHEREAS, the Sunrise City Commission received the Impact Fee Study in accordance with Section 163.31801, Florida Statutes, and finds that adoption of the Impact Fee Study is in the best interest and welfare of the residents of the City.

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. Adoption of Impact Fee Study. A "Municipal Impact Fee Study" for police, fire, and parks and recreation (Impact Fee Study) is hereby adopted. A copy of the Impact Fee Study is attached hereto and made a part of this Resolution as Exhibit A.

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

RAFTELIS

CITY OF SUNRISE

Municipal Impact Fee Study

November 2, 2026



RAFTELIS

November 2, 2026

Honorable Mayor and
Members of the City Commission
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: **Municipal Impact Fee Study**

Dear Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. ("Raftelis") has completed our study of the municipal impact fees for police, fire, and parks and recreation (collectively, the "Municipal Impact Fees") for the City of Sunrise, Florida (the "City") and has summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the calculated Municipal Impact Fees, which provide funds to help meet the City's growth-related capital expenditure requirements. Additionally, the calculated impact fees represent the maximum charge the City could implement based on a review of the City's near-term capital expenditure requirements, industry guidelines, and best practices, as well as the City's Levels of Service ("LOS") and policy objectives.

During the course of the study, it was determined that the calculated impact fees should meet a number of goals and objectives. These goals and objectives primarily deal with fee sufficiency and level. Specifically, the major objectives considered in this study include:

- The calculated impact fees should be designed based on the projected capital requirements associated with providing service capacity related to new growth and development;
- The calculated impact fees should not be used to fund existing deficiencies in operating or capital needs of the City, if any;
- The calculated impact fees should not be used to fund the costs of operations of the City such as staffing (both first year and / or recurring), maintenance, etc.
- The calculated impact fees should be based upon reasonable level of service standards that meet the needs of the City and are comparable to industry standards; and
- The calculated impact fees should be developed in accordance with industry guidelines and standard practices.

The Municipal Impact Fees presented in this report are designed to meet these objectives. As such, based on information provided by City staff and the assumptions and considerations set forth in this report, Raftelis considers the calculated fees to be cost-based, reasonable, and representative of the capital funding requirements of the City's municipal services that are related to providing service to new development.

It should be noted that Raftelis provides financial, rate, and management consulting services. Raftelis is not a law firm, and its employees are not legal experts. Any information, analyses, discussions, or presentations provided by Raftelis do not constitute, and should not be interpreted as, legal counsel or a legal opinion. While our analyses are designed to support sound decision making, the City should consult with its qualified legal counsel to review the statutory authority and legal requirements associated with implementation and defensibility of the calculated and proposed fees. Additionally, any and all circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by the City's qualified legal counsel.

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Thierry A. Boveri, CGFM
Senior Vice President



Shawn A. Ocasio
Senior Manager

TAB/dlc
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Executive Summary and Conclusions

Executive Summary

The purpose of an impact fee is to assign growth-related capital costs to the new development responsible for such costs. To the extent that new population growth and associated development imposes identifiable capital costs related to municipal services, equity and modern capital funding practices suggest the use of impact fees to fund such costs. Recognizing the value of funding provided by impact fees, the City has decided to review and update its existing Municipal Impact Fees. To assist the City with this evaluation, Raftelis was retained to develop impact fees for police, fire, and parks and recreation related capital facilities.

Based on the details set forth in subsequent discussions in this report, the following table summarizes the existing, calculated, and proposed impact fees for residential development as follows:

Exhibit ES-1: Existing, Calculated, and Proposed Residential Municipal Impact Fees

Description	Existing Fee per Dwelling Unit	Calculated Fee per Dwelling Unit	Proposed Fee (50% Maximum Increase) [1]
Single-family Fee Type:			
Police	$28.04	$284.00	$42.06
Fire	62.69	2,524.00	94.04
Parks and Recreation:			
0-1 Bedroom	443.62	1,485.00	665.43
2 Bedrooms	609.98	2,124.00	914.97
3 Bedrooms	831.78	2,848.00	1,247.67
4+ Bedrooms	978.73	3,337.00	1,468.10
Multi-family Fee Type:			
Police	$0.00	$189.00	$28.00
Fire	55.32	1,680.00	82.98
Parks and Recreation:			
0-1 Bedroom	443.62	1,485.00	665.43
2 Bedrooms	609.98	2,124.00	914.97
3 Bedrooms	831.78	2,848.00	1,247.67
4+ Bedrooms	978.73	3,337.00	1,468.10

[1] The maximum increase that can be implemented is 50% compared to the existing fees. Additionally, this increase, when implemented, would be phased in evenly over four equal installments. Amounts shown reflect the fully phased in fee amount.

The following table summarizes the existing, calculated, and proposed impact fees for non-residential development as follows:

Exhibit ES-2: Existing, Calculated, and Proposed Non-Residential Municipal Impact Fees

Description	Development Unit	Existing Fee per Unit	Calculated Fee per Unit	Proposed Fee (50% Maximum Increase) [1]
Fee Type / Land Use:				
Police:				
Industrial	1,000 Square Feet	$2.16	$19.00	$3.24
Institutional [2]	1,000 Square Feet	86.08	131.00	129.12
Office	1,000 Square Feet	38.11	146.00	57.17
Commercial	1,000 Square Feet	86.08	402.00	129.12
Fire:				
Industrial	1,000 Square Feet	$54.30	$184.00	$81.45
Institutional [2]	1,000 Square Feet	205.94	1,255.00	308.91
Office	1,000 Square Feet	135.17	1,398.00	202.76
Commercial	1,000 Square Feet	205.94	3,843.00	308.91

[1] The maximum increase that can be implemented is 50% compared to the existing fees. Additionally, this increase, when implemented, would be phased in evenly over four equal installments. Amounts shown reflect the fully phased in fee amount.
[2] Institutional is a new category developed during the study that was previously included in and charged the Commercial class fee.

Conclusions

The following is a summary of our findings and conclusions following our evaluation and analyses included in the preparation of this report:

1. The impact fees must be reasonably related to the cost of providing capital facilities and eligible equipment needed to accommodate new growth. The impact fees collected must be used by the City to pay for the capital costs related to serving new development.

2. The City should provide notice no less than 90 days before the effective date of a new impact fee to accommodate in-progress development.

3. It is recommended based on standard industry practices that revenues be accounted for in a restricted fund to align with capital planning objectives related to the use of impact fees collected. Therefore, impact fee revenues should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the purposes described above.

4. The fees developed within this report reflect recovery of identified costs. The City has elected to pursue a four-step installment phased-in implementation of a 50% increase in the fees (which is significantly less than the calculated fee increases) in equal installments. The City will determine the length of time for each installment interval subsequent to the issuance of this report.

5. The City should re-evaluate the impact fees periodically to keep up with capital facility related cost increases and service demands within the City.

The subsequent sections of this report provide detailed discussions on the assumptions and methodology used in the development of the calculated impact fees for the various municipal services.

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Section 1 – Introduction

Introduction

The City of Sunrise, located in central-western Broward County, Florida, is a municipality with a population of more than 99,000 residents across approximately 18 square miles. The City is comprised of a mixture of residential neighborhoods, established commercial corridors, corporate business parks, and major regional destinations, including the Sawgrass Mills commercial district and the Amerant Bank Arena. Sunrise provides various municipal services to its community, including police and fire rescue protection, parks and recreation facilities, stormwater management, and municipal water, wastewater, and gas utilities.

To support ongoing development while maintaining established levels of service, the City retained Raftelis to review and update its Municipal Impact Fees for police, fire, and parks and recreation capital facilities for the City Commission's consideration. The primary objective of this study is to evaluate the capital infrastructure demands generated by residential and commercial development and calculate updated fee schedules. This work is designed to help ensure that new development contributes to its allocable share of the capital facilities needed to accommodate growth without overburdening existing residents and businesses.

Authorization

Raftelis was authorized by the City to develop Municipal Impact Fees for police, fire, and parks and recreation capital facilities pursuant to an agreement between the City and Raftelis. The scope of work for this project, as defined in the agreement, was to:

1. Review and analyze the capital requirements of the City that are identified to meet the current level of service standards for the various municipal services' functions. This analysis includes a review of: i) the future facility and equipment inventory of the various departments; ii) service area population and development demographics and future growth; and iii) fee application methodology.
2. Update the fees to be charged to new development in order to recover the growth-related capital costs associated with providing police, fire, and parks and recreation services. This analysis includes the apportionment of costs among customer / development classifications, and the development of the fee.
3. Prepare a report that documents our analyses, assumptions, findings, and recommendations for consideration by the City Commission. Raftelis is not responsible for verifying the accuracy of the data provided by City staff used by Raftelis in preparation of this study.

Criteria for Impact Fees

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the facilities funded by such expenditures. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such costs to those new residents or system users responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way" to avoid overburdening existing users/residents with the cost of expansion.

Generally, for municipal impact fees standard industry practices relate to the following issues:

1. The impact fees should be based on the cost of facilities necessitated by growth, and when collected, these fees should be spent on those same growth-related facilities and equipment that were identified as the basis for the fees;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users of municipal services;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements for major facilities or equipment, such as fire stations and fire vehicles, which are required due to growth. Expenses due to normal renewal and replacement of a facility or major equipment should be borne by all users of the facility or district. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility;
4. Industry best practices suggest that revenues be accounted for in a restricted fund to align with capital planning objectives related to the use of impact fees collected. Therefore, impact fee revenues should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the purposes described above; and
5. Provide notice of at least 90 days prior to the effective date of an ordinance or resolution imposing a new or increased impact fee to accommodate in-progress development.

Based on the criteria provided above, the impact fees herein will: i) include specific costs of plan-based improvements associated with the capacities needed to serve new growth; ii) not reflect costs of improvements associated with the renewal and replacement ("R&R") of existing capital assets or deficiencies in level of service attributed to existing development; and iii) not include any costs of operation and maintenance of the capital improvements and major equipment.

This section provides only a general background regarding impact fees and is not intended to be an exhaustive summarization of all practices.

Impact Fee Methods

There are three methods typically used for the calculation of impact fees. The method that is selected is dependent on the type of fee being calculated (e.g., water, police services, fire services, recreational services, transportation, etc.), cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. These three methods are: i) the improvements-driven or plan-based method; ii) the buy-in method; and iii) the standards-driven method. These methods have been utilized in the development of impact fees for local governments and special districts throughout Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the local governing municipality. The buy-in approach utilizes the cost of existing infrastructure. For example, the fee may correspond to the existing assets in service and their availability to serve new

growth. The standards-driven method does not utilize the cost of improvements based on specific capital investment or needs but rather on the theoretical cost of the improvements to capital facilities for incremental development based on standards established by the local government. For example, the standards-driven method for a transportation impact fee would consider the theoretical cost of a mile of a new road divided by the trip capacity of a mile of road to establish the cost per trip. The primary difference between the three methodologies is how the capital costs, which are recovered from the application of the fee, are calculated.

Due to recently enacted legislation that provides significant updates/revisions to the Florida Impact Fee Act and Community Planning Act (House Bill 1329) Raftelis met with the City's project team and legal counsel. After some discussion on fee calculation methods and the HB 1329, it was decided that usage of the adopted capital improvement plans, as opposed to relying on historical assets and blended buy in calculations, to calculate impact fees for police, fire, and parks and recreation capital facilities was appropriate.

The calculated impact fees herein for the municipal services evaluated by Raftelis include the application of the plan-based methodology based on the cost of future capital facilities required to provide such services and meet the City's service level standards. For municipal services, these level of service ("LOS") standards can vary by community as each municipality establishes its unique vision for the quality of life and service standards. A more complete discussion of the method used for the development of the impact fees is presented in Sections 3, 4, and 5.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2– City Demographics. This section of the report provides a general discussion of the residential and proposed non-residential land use characteristics. Also presented in this section is a discussion on the residential occupancy and functional population methodologies used to develop the residential and non-residential weighting factors as well as the forecast of the residential population and dwelling units that are necessary in the design of the impact fees for the municipal services.

Section 3– Police Impact Fee Analysis. This section discusses the development of the police impact fee, including the capital costs associated with providing police facilities, the methodology for the determination of the calculated fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4– Fire Impact Fee Analysis. This section discusses the development of the fire services impact fee, including the capital costs associated with providing fire facilities, the methodology for the determination of the calculated fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5– Parks and Recreation Impact Fee Analysis. This section discusses the development of the parks and recreation impact fee, including the capital costs associated with providing recreational facilities, the methodology for the determination of the calculated fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 2 – City Demographics

General

This section provides a general discussion of the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units and developed non-residential square footage is also contained in this section along with a discussion on the method used to develop the non-residential land use factors.

Population and Development Unit Forecast

A forecast of the City's population is used to: i) have an appropriate planning horizon to ensure that capital costs are apportioned over a suitable growth segment; ii) link LOS requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the LOS standards and current population served.

As shown in Table 2-1 at the end of this section, the City's total estimated permanent population is estimated to be approximately 99,806 as of the end of 2025. Based on population projections from the Florida Housing Data Clearinghouse, it is estimated that the total permanent population will approach approximately 110,435 residents by the year 2050. The future population growth anticipated by the City reflects an overall annual average growth rate that is projected to be approximately 0.41% per year through 2050.

Exhibit 2-1: Historical and Projected Population, Dwelling Units, and Non-Residential Developed Square Footage [1]

Year	Annual Average Total Population Growth Rate [2]	Total Permanent Population	Total Annual Residential Dwelling Units	Developed Non-residential Square Footage Growth Rate [2]	Developed Non-residential Square Footage
2025	N/A	99,806	36,952	N/A	22,724,913
2030	0.73%	103,518	38,326	0.73%	23,570,101
2035	0.49%	106,072	39,272	0.49%	24,151,623
2040	0.32%	107,780	39,904	0.32%	24,540,519
2045	0.25%	109,126	40,403	0.25%	24,846,991
2050	0.24%	110,435	40,887	0.24%	25,145,038

[1] Future population and square footage estimates shown based on projected growth rates obtained from the Florida Housing Data Clearinghouse from the Shimberg Center for Housing Studies at the University of Florida and starting square footage data Broward County Property Appraiser Data in 2026. Amounts shown can be found on Table 2-1 at the end of this section.

[2] The growth rates for 2025-2050 are based on projections from the Florida Housing Data Clearinghouse. Commercial development growth is projected to grow in tandem with population growth in the City.

To the extent the projection of future development materially changes, it may be appropriate for the City to re-evaluate the impact fees developed in this report.

Development of Residential Occupancy Factors

The City currently charges residential impact fees based on the size and land use depending on the fee type. During the study, Raftelis retained the existing fee structure based on size and land use. To support this approach, an analysis of residential occupancy factors (i.e., persons per dwelling unit) by residential unit type was conducted. This analysis utilized data from the American Community 5 Year Survey Data from 2024, as obtained from the US Census Bureau.

Based on this analysis a fee structure was developed along with the corresponding residential persons per unit occupancy factors. These occupancy factors are summarized below.

Exhibit 2-2: Residential Occupancy Factors by Dwelling Unit / Land Use Type

Description	Estimated Persons per Unit (PPU)
Single-family	3.20
Multi-family	2.13

The existing fee structure for the City's recreation impact fee utilizes a four-tiered approach based on the number of bedrooms in a residential dwelling unit. The existing recreation impact fee structure was maintained in the development of the new calculated fees. In order to design a bedroom-based tiering system, occupancy factors by number of bedrooms were developed. Using data from the U.S. Census Bureau's American Community Survey ("ACS") Five-Year Survey and the U.S. Census Public Use Microdata Sample ("PUMS") for U.S. Public Use Microdata Area ("PUMA") #01106, the following bedroom ranges along with their occupancy factors are summarized below.

Exhibit 2-3: Residential Occupancy Factors by Dwelling Unit Size

Description	Estimated Persons per Unit (PPU)
0 - 1 Bedroom	1.58
2 Bedrooms	2.26
3 Bedrooms	3.03
4+ Bedrooms	3.55

Functional Population Allocation

In order to develop non-residential impact fees by land use, the capital costs need to be apportioned among non-residential land uses. The apportionment is accomplished through a functional population allocation method.

The use of functional population[1] to develop more equitable impact fees has widely been used in Florida since the 1980s and remains a vital tool in estimating service demands between customer classes. In this analysis, the concept of functional population is incorporated in order to spread capital costs more equitably among non-residential land-uses. Businesses place demands upon public services in a similar manner as residents do, and it is equitable to spread these costs based on the average number of people estimated to be present. For residential use, the allocation is calculated per resident based on the average amount of time spent at the residence. The resident's remaining time is then allocated as either an employee and/or visitor to the remaining non-residential classes as determined using traffic generation studies (Institute of Transportation Engineers 12th Edition Trip Generation factors), estimated employment data, and anticipated operations. The net result is the total number of person hours per residential versus non-residential location. Table 2-2 provides the details used to estimate the functional population coefficients.

Table 2-4 provides the details used to estimate the allocation of residential versus non-residential time. Generally, the following results were observed:

- Residential costs are based on the average amount of time spent at home or approximately 61.6% for each resident on average.
- Non-residential costs are based on the remaining time 38.4% that each resident serves as a visitor or employee within the community.

Regarding non-residential land uses, the existing three main land use categories were kept and one new category was added for the purpose of applying the impact fees to new non-residential development for the police and fire impact fee. These four consolidated categories were designed to more reasonably differentiate between the non-residential land uses and their demands while also not creating an undue administrative burden on the City. The main categories are listed below with a brief description of typical land uses that would fall within each category.

- Commercial – Restaurants, new and used merchandise stores, grocery stores, hardware stores, convenience stores, clothing stores, electronics and appliance stores, gas stations, automotive part stores, specialty food stores, car washes, bars, and night clubs, etc.
- Office – Business or professional offices, bank and financial offices, counseling offices, medical or dental offices, real estate businesses, investigative services, call centers, etc.
- Institutional – Churches, civic and fraternal clubs, museums, art campuses, colleges, seminaries, universities, industrial and trade schools, primary and secondary schools, daycares, professional and technical schools, hospitals, etc.
- Industrial – Food processing facilities, commercial bakeries, medical equipment and supply, plastic products, rubber products, textile products, metal fabricated products, wood products, pharmaceutical and medicine products, storage facilities, warehousing, wholesale trade, etc.

It should be noted that the list of examples above is not exhaustive and that some properties may be of mixed use in their nature. Mixed use properties, by there nature, will differ between new developments and may, at

[1] Nicholas, Nelson, and Juergensmeyer, A Practitioner's Guide to Development Impact Fees, American Planning Association, 1991.

times, need to be handled uniquely where an apportionment of the developed square footage could be made based on the relative relationship of different respective land use areas of the new structure.

For example, a large car dealership of 40,000 square feet of structure could include a sales area of 10,000 square feet (25.0% of the structure), and office area of 5,000 square feet (12.5% of the structure), an area with repair bays of 20,000 square feet (50.0% of the structure), and a waiting area with food and refreshments for purchase of 5,000 square feet (12.5% of the structure). This hypothetical example could be apportioned accordingly based on the commercial, office, and industrial nonresidential land use fee categories to acknowledge the different characteristics of the structure as noted above.

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Section 2
City of Sunrise
Municipal Impact Fee Study

List of Tables

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2-2	Functional Population and Employment Data
2-3	Development of Residential Persons per Bedroom Factors
2-4	Commuter Inflow/Outflow Analysis: Residential and Nonresidential Allocation

Table 2-1
City of Sunrise
Municipal Impact Fee Study

Population Detail, Housing Elements, and Non-Residential Developed Square Footage Projections

Line No.	Fiscal Year	Annual Pop. Average Rate of Change	Total Estimated Population [1]	Total Units [1]	Avg. Permanent Pop. per Unit [2]	Non-Residential Square Footage [3]	Annual Com Sq. Ft Average Rate of Change [4]
1	2023	0.50%	98,810	37,238	2.65	N/A	N/A
2	2025	0.50%	99,806	36,952	2.70	22,724,913	N/A
3	2030	0.73%	103,518	38,326	2.70	23,570,101	0.73%
4	2035	0.49%	106,072	39,272	2.70	24,151,623	0.49%
5	2040	0.32%	107,780	39,904	2.70	24,540,519	0.32%
6	2045	0.25%	109,126	40,403	2.70	24,846,991	0.25%
7	2050	0.24%	110,435	40,887	2.70	25,145,038	0.24%
8	Overall 2025 - 2050		0.41%	0.41%		0.41%	

Footnotes:

[1] Future population estimates based on a review of historical population growth as obtained from the US Census Bureau and from projections from the Florida Housing Data Clearinghouse (FHDC).

Sunrise FHDC Projections for Population

Description	Year	Population	Rate of Change
Actual	2010	84,439	N/A
Actual	2020	97,335	1.43%
Projected	2025	99,806	0.50%
Projected	2030	103,518	0.73%
Projected	2035	106,072	0.49%
Projected	2040	107,780	0.32%
Projected	2045	109,126	0.25%
Projected	2050	110,435	0.24%

[2] Average persons per unit is derived from the US Census Bureau's American Community Survey 5-year data as shown below.

2024: ACS 5-Year Estimates
Census Table B25033: Total Population in Occupied Housing Units by Tenure by Units in Structure

Description	Population	Percentage of Total
Owner Occupied		
1, Detached or Attached	50,703	76.62%
2 - 4	1,233	1.86%
5 or More	14,018	21.18%
Mobile Home	209	0.32%
Boat, RV, van, etc.	10	0.02%
Total	66,173	100.00%
Renter Occupied		
1, detached or Attached	10,453	33.92%
2 - 4	3,576	11.60%
5 or More	16,787	54.47%
Mobile Home	0	0.00%
Boat, RV, van, etc.	0	0.00%
Total	30,816	100.00%
Single Family	61,375	63.28%
Multi-family	35,614	36.72%
Total	96,989	100.00%

2024: ACS 5-Year Estimates
Census Table B25032: Tenure by Units in Structure

Total Housing Units	Units	Percentage of Total
1, Detached	14,265	39.73%
1, Attached	4,920	13.70%
2 Apartments	433	1.21%
3 or 4 Apartments	1,398	3.89%
5 to 9 Apartments	1,837	5.12%
10 or More Apartments	13,056	36.36%
Mobile Home	0	0.00%
Boat, RV, van, etc.	0	0.00%
Total	35,909	100.00%
Single Family	19,185	53.43%
Multi-family	16,724	46.57%
Total	35,909	100.00%

	Estimated	Factor to SF
Single Family Persons Per Unit	3.20	100%
Multi-family	2.13	67%
Weighted Avg. Persons Per Unit	2.70	

[3] Developed non-residential square footage based on Broward County property tax appraiser data and assumed to be generally consistent with FHDC growth rates.

[4] Projections assume that non-residential square footage grows at a similar rate to residential population growth.

Table 2-2
City of Sunrise
Municipal Impact Fee Study

Functional Population and Employment Data

Line No.	Land Use Category	ITE Code	Count of Parcels	Square Footage [1]	Impact Unit	Trips per Unit per Day [a]	One-way Trip Factor (50%) [b]	Occupants per Trip per Day Employees [2] [c]	Occupants per Trip per Day Visitors [d]	People per Unit per Day Employees [e]	People per Unit per Day Visitors [f]	Hours per Visitor [g]	Hours Operation [h]	Days per Week [i]	Weekly Person Hours on Site Per Employee [j]	Weekly Person Hours on Site Per Visitor [k]	Weekly Person Hours on Site Total [l]	Functional Pop. Factor [m]	2025 Functional Pop. Per Unit	2030 Square Footage	2030 Functional Pop. Per Unit	2035 Square Footage	2035 Functional Pop. Per Unit	2050 Square Footage	2050 Functional Pop. Per Unit
	Non-Residential																								
1	Industrial	150	459	7,066,383	1,000 Sq Ft	1.38	0.69	1.06	1.31	0.27	0.57	1.00	8.00	5.00	10.93	2.85	13.78	0.082028	580						
2	Institutional	620	63	1,435,569	1,000 Sq Ft	6.75	3.38	1.06	1.66	2.04	2.41	1.00	8.00	5.00	81.57	12.05	93.62	0.557268	800						
3	Office	710	241	5,916,205	1,000 Sq Ft	7.83	3.92	1.06	1.49	2.28	2.64	1.00	8.00	5.00	91.05	13.20	104.25	0.620515	3,671						
4	Commercial	820	297	8,306,756	1,000 Sq Ft	36.39	18.20	1.06	1.49	2.09	24.23	1.00	8.00	7.00	116.98	169.61	286.59	1.705909	14,171						
5	Total		1,060	22,724,913															19,221	23,570,101	19,936	24,151,623	20,428	25,145,038	21,268

Footnotes
[a] From 12th Edition ITE Manual
[b] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit
[c] Assumptions below
[d] From 2022 National Household Travel Survey, vehicle occupancy by trip purpose
[e] From 12th Edition ITE Manual per employee
[f] = ([b] -([e]/[c]))*[d]
[g] Time assumption per visitor
[h] Time assumption per employee
[i] Time assumption
[j] = [e] * [h] * [i]
[k] = [f] * [g] * [i]
[l] = [j] + [k]
[m] = [l] / (24 * 7)

[1] Square footage was derived by using data taken from the Broward County Property Appraiser in January 2026. Amounts differ from City's commercial square feet projections as the property appraiser amounts exclude vacant and government owned property.

Non-Residential Land Use	County Prop. Appraiser
Industrial / Warehousing	7,066,383
Institutional	1,435,569
Office and Other Uses	5,916,205
Retail and Eating / Drinking Places	8,306,756
Excluded Non-Residential Properties (Vacant / Gov. Owned)	3,928,184
	26,653,097

[2] Estimated Occupants per Vehicle based on recent census data:

Total Workers	78,100
Percent Carpooling	11.2%
Workers Carpooled	8,747
Workers Not Carpooled	69,353
Total Vehicles	73,727
Estimated Workers per Vehicle	1.06

Table 2-3
City of Sunrise
Municipal Impact Fee Study

Development of Residential Persons per Bedroom Factors

Line No.	Description	ACS 2020-2024 PUMS Survey Sample Data [1] Total Persons	Total Housing Units	Average Person Per Dwelling	Adjusted Est. Average Person Per Dwelling [2]
1	Residential Units				
2	0 - 1 Bedroom	595	441	1.35	1.58
3	2 Bedrooms	1,960	1,014	1.93	2.26
4	3 Bedrooms	2,761	1,065	2.59	3.03
5	4+ Bedrooms	2,133	702	3.04	3.55
6	Total	7,449	3,222	2.31	2.70

Footnotes:

[1] Based on the American Community 5 Year Survey Data from 2020-2024, Public Use Microdata Sample (PUMS) for FL PUMA 01106 as obtained from the US Census Bureau.

PUMA Code 01106 <== Sample Set

Bedroom Count	Total Sampled Persons	Total Sampled Housing Units	Average Person Per Bedroom	Housing Mix
0-1	595	441	1.35	13.69%
2	1,960	1,014	1.93	31.47%
3	2,761	1,065	2.59	33.05%
4+	2,133	702	3.04	21.79%
Total	7,449	3,222	2.31	100.00%

[2] Adjusted persons per housing unit are scaled to make the average derived from PUMS survey data match the control total for Sunrise in 2024 (i.e., 2.70 persons per housing unit). Adjustment factor shown below.

Person Per Unit Scaled to City Figures	
Sunrise Data Persons Per Unit	2.70
PUMS Sample Data Persons Per Unit	2.31
PUMS Adjustment Factor	1.17

Table 2-4
City of Sunrise
Municipal Impact Fee Study

Commuter Inflow/Outflow Analysis: Residential and Nonresidential Allocation

Line No.	Description	People	Demand Hours Per Day	Person Hours
	Residential			
1	Population [1]	98,810		
2	Residents Not Working	51,631	20	1,032,623
3	Resident Workers [2]			
4	Worked in City [2]	40,608	14	568,512
5	Worked Outside City [2]	6,571	14	91,994
6	Residential Workers Subtotal	47,179		660,506
7	Residential Subtotal			1,693,129
8	Residential Share			**61.60%**
9	**Non-Residential**			
10	Residents Not Working	51,631	4	206,525
11	Jobs Located in City [2]			
12	Residents Working in City	40,608	10	406,080
13	Non-resident Workers (inflow commuters)	44,289	10	442,890
14	Workers Subtotal	84,897		848,970
15	Non-Residential Subtotal			1,055,495
16	Non-Residential Share			**38.40%**
17	Total			2,748,624

Footnotes:
[1] Estimates based on population projections as shown on Table 2-1
[2] 2023 Inflow/Outflow Analysis, OnTheMap web application, U.S. Census Bureau data for all jobs.

Section 3 – Police Impact Fee Analysis

General

This section provides a discussion of the development and design of the calculated impact fee for police capital facilities and equipment. Included in this section is a discussion of the City's existing level of service ("LOS") standards, capital costs included as the basis for the fee determination, the design of the fee to be applied to new growth within the City, and the four-year phase-in implementation approach the City has elected to follow.

Level of Service Standards

Based on the City's budget and staffing documents provided, there currently are 197 Full-Time Equivalent ("FTE") sworn officer positions and 123 civilian and administrative positions associated with this service. As the population of the City expands through 2030, the City anticipates adding an additional 6 sworn officers. These positions combined with the number of existing officers are expected to serve a projected permanent population of approximately 103,518. As such, the projected LOS anticipated through 2030 is 1.96 full-time sworn officers per 1,000 population served. This future factor was used for conservatism as the currently provided LOS is actually slightly higher at 1.97 sworn officers per 1,000 population.

Capital Improvement Plan

In the development of the calculated fee, the following expansion-related capital improvement expenditures were provided by the City. These capital requirements are anticipated and designed to maintain the department's ability to provide service to the City's future population level and maintain the identified level of service standards. The City's future capital requirements are summarized below.

Exhibit 3-1: Projected Future City Capital Investment in Police Assets (Capital Plan) [1]

Description	Amount
Major Equipment	$548,450
Major Vehicles	13,109,078
Other Major Capital Equipment and Facilities	600,000
Subtotal	$14,257,528
Equipment and Other Replacement Adjustments	(13,735,120)
Net Future City Investments in Police Assets	$522,408

[1] Amounts as provided in the City's capital improvement plan for the police department and further details are shown on Tables 3-2 and 3-3.

As can be seen above, the City anticipates spending $14,257,528 in order to further develop the police capital assets and facilities to maintain the desired level of service to the City as it grows. The net amount recognized in the calculation of the fee after excluding small equipment and renewal and replacement projects was $522,408, comprised of vehicular related purchases.

Development of Capital Costs Included in the Fee

In the development of the police services impact fee, the proposed future capital improvement requirements were considered and analyzed to develop an estimate of the capital costs associated with each new officer. As shown in Table 3-3, the total projected new hire related vehicle cost is divided by the six additional officers added through 2030 that are directly associated with those vehicles. Officers served of 11 was assumed for the Crime Scene Supervisor Vehicle based on assumption that only one vehicle being added for this purpose through 2035. Based on maintaining the 2030 LOS of 1.96 officers per 1,000 population, the projected 2035 population would require 11 officers to be added (six from 2025 through 2030 and five from 2030 through 2035) over that window of time. The total average capital cost per officer is then calculated to be $83,318.

Exhibit 3-2: Future Capital Cost per Officer [1]

Description	Planned Costs [2]	Officers Served [3]	Average per Officer
Motor Vehicle for New Crime Scene Supervisor	$49,500	11	$4,500
New Hire Related Vehicles (Six Vehicles)	472,908	6	78,818
Total Capital Cost / Average Capital Cost per Sworn Officer	$522,408		$83,318

[1] Amounts as shown as summarized on Table 3-3 and may not add due to rounding.
[2] Amount shown based CIP projects as summarized on Table 3-2.
[3] Officers served of 11 was assumed for the Crime Scene Supervisor Vehicle based on assumption that only one vehicle being added for this purpose through 2035. Based on maintaining the 2030 LOS of 1.96 officers per 1,000 population, the projected 2035 population would require 11 officers to be added (six from 2025 through 2030 and five from 2030 through 2035) over that window of time.

Design of Police Impact Fee

The method used to determine the police services impact fee is the plan-based method as only net costs associated with adding additional capacity to service the City's future needs are recognized. This method was based upon a three-step process. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on the previously noted includable portion of the multi-year capital plan the total planned capital investment in police department capital facilities was developed. This amount is the total allocated capital cost to serve the projected population growth. In order to maintain the projected level of service of 1.96 officers per 1,000 population, the City is projected to need an additional six officers by 2030. The total estimated includable capital investment on a per officer basis of approximately $83,318 applied to these projected six new officers comes to a total projected investment of $499,908. This amount is the total allocated capital cost to serve the projected population growth.

- Allocation of Capital Costs to Customer Classes – This step allocates the total capital costs between the residential and non-residential classes based on a weighted allocation that considers the inflow and outflow of commuters in the City, as obtained from the 2023 U.S. Census Bureau's "OnTheMap" tool as well as from the City's total developed square footage by land use class. These two criteria are evenly weighted in the allocation. Using the square footage helps allocate the share of costs due to the benefit the police department provides to each property for overall crime prevention while the

commuter inflow / outflow relates to the amount of time residents live and work either inside or outside the City limits and the nonresidents who work within the City. The classes with higher square footage and person time receive a higher allocation of cost.

Calculation of Cost per Equivalent Impact Fee Unit – Once the allocated costs are identified per land-use, they are summarized and presented as an equivalent unit basis; per dwelling unit and per 1,000 square feet.

Police Capital Facilities Impact Fee Assumptions

The development of the police services impact fees required several assumptions. The major assumptions used in the development of the calculated impact fees are as follows:

1. In the development of the capital costs to serve growth, the total projected capital costs of providing police services were developed as described previously based on proposed capital expenditures through 2030. Using these capital costs and the future officers required to provide service through 2030 the total estimated cost per officer was developed. The total number of additional future officers required through 2030 was then used to develop the total includable estimated capital investment through 2030. The total estimated future capital investment of $499,908 was developed and is the cost basis used in the development of the fees.

2. In the development of the capital costs, it was assumed that the existing level of service would be maintained by the City by the end of the forecast period. This level of service includes only the number of full-time sworn officers to serve the general population of the City. As previously mentioned, the level of service assumed in this study is 1.96 full-time sworn officers per 1,000 population.

3. The $499,908 in total projected investment was then allocated using the inflow / outflow data, as well as total developed square footage. The inflow / outflow data was approximately 62% residential and 38% non-residential while the developed square footage data was approximately 71% residential and 29% non-residential. Each factor was weighted at 50% in the allocation. The weighted allocation of these factors resulted in an overall allocation of approximately 66% residential and 34% non-residential. This resulted in approximately $330,708 in total projected investment being allocated to the residential class and the remaining $169,200 being allocated to the non-residential class. These allocated costs were then divided by the projected growth in population and non-residential functional unit estimates from Tables 2-1 and 2-2 to develop a cost on a per unit basis.

Impact Fee Calculation

Based on the above-referenced assumptions, the allocated capital facilities, and the population and square footage projections of the City, the police services impact fees for the residential and non-residential customer classifications were developed. As shown in Table 3-4 at the end of this section, the cost per equivalent impact fee unit by customer classification was estimated.

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Exhibit 3-3: Calculation of Impact Fee per Person / Functional Unit

Description	Amount [1]	
Total Capital Cost per New Officer	$83,318	
Total Additional Officers Projected by 2030	6	
Total Capital Costs to be Recovered From Impact Fees	$499,908	
Weighted Cost Allocation Factor (Residential / Non-residential)	66.15%	33.85%
Net Allocated Capital Cost	$330,708	$169,200
Growth in Residential Population / Non-residential Functional Population 2025 – 2030	3,712	715
Total Costs to be Recovered per Person / Functional Population (Rounded)	$89.00	$236.00

[1] Amounts as shown on Table 3-4.

The following summarizes the existing and calculated police impact fees:

Exhibit 3-4: Existing and Calculated Police Impact Fees

Description	Impact Fee Unit	Existing Fee per Unit	Calculated Fee per Unit	Difference – $	Difference – %
Residential:					
Single-family	Dwelling Unit	$28.04	$284.00	$255.96	913%
Multi-family	Dwelling Unit	0.00	189.00	189.00	N/A
Non-residential:					
Industrial	Per 1,000 Sq. Ft.	$2.16	$19.00	$16.84	780%
Institutional	Per 1,000 Sq. Ft.	86.08	131.00	44.92	52%
Office	Per 1,000 Sq. Ft.	38.11	146.00	107.89	283%
Commercial	Per 1,000 Sq. Ft.	86.08	402.00	315.92	367%

[1] Institutional is a new land use category that was previously included within the Commercial category.

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Impact Fee Implementation

The City has elected to implement a 50% increase in its existing police fees that will be phased in evenly through a series of four installments. The table below summarizes the phase-in plan for the police impact fees:

Exhibit 3-5: Recommended Police Impact Fees 4 Installment Phase-In Plan

Description	Impact Fee Unit	Installment 1	Installment 2	Installment 3	Installment 4
Residential:					
Single-family	Dwelling Unit	$31.55	$35.05	$38.56	$42.06
Multi-family	Dwelling Unit	7.00	14.00	21.00	28.00
Non-residential:					
Industrial	Per 1,000 Sq. Ft.	$2.43	$2.70	$2.97	$3.24
Institutional [1]	Per 1,000 Sq. Ft.	96.84	107.60	118.36	129.12
Office	Per 1,000 Sq. Ft.	42.87	47.64	52.40	57.17
Commercial	Per 1,000 Sq. Ft.	96.84	107.60	118.36	129.12

[1] Institutional is a new land use category that was previously included within the Commercial category.

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Section 3
City of Sunrise
Police Impact Fee Study

List of Tables

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3-3	Summary of Capital Costs to Provide Police Services
3-4	Police Impact Fee Design

Table 3-1
City of Sunrise
Police Impact Fee Study

Summary of Existing and Planned Personnel

Line No.	Description	Budget Staffing [1]	Add'l Staffing Through 2030 [2]	Total Planned Staffing 2030	Allocation to Future Officers: Allocation Basis	Allocation to Future Officers: Achieved LOS
	Sworn Officers					
1	Law Enforcement	197.0	6.0	203.0		
2	**Total Sworn Officers**	197.0	6.0	203.0		
	Civilian Employees					
3	Reserves/PT	22.0	0.0	22.0		
4	FT PSA	18.0	0.0	18.0		
5	ID Techs	4.0	0.0	4.0		
6	Records Manager	1.0	0.0	1.0		
7	Records Supervisor	2.0	0.0	2.0		
8	Police Records Specialist	16.0	0.0	16.0		
9	Police Planner	1.0	0.0	1.0		
10	Administrative Asst I	3.0	0.0	3.0		
11	Administrative Asst II	1.0	0.0	1.0		
12	Asst to the Deputy Chief	1.0	0.0	1.0		
13	Sr Asst to the Chief	1.0	0.0	1.0		
14	Victims Advocate	1.0	0.0	1.0		
15	Crime Analyst	1.0	0.0	1.0		
16	Administrative Officer II	1.0	0.0	1.0		
17	Evidence Tech	1.0	0.0	1.0		
18	Payroll/Details Specialist	1.0	0.0	1.0		
19	Crime Intelligence Analyst	1.0	0.0	1.0		
20	Economic Crimes Investigator	2.0	0.0	2.0		
21	System Administrators	2.0	0.0	2.0		
22	IT Manager	1.0	0.0	1.0		
23	PT PSA	35.0	0.0	35.0		
24	PT Police Records Specialist	3.0	0.0	3.0		
25	Background Investigator	1.0	0.0	1.0		
26	Logistic Coordinator	1.0	0.0	1.0		
27	Police and Community Specialist	1.0	0.0	1.0		
28	Accounting Technician	1.0	0.0	1.0		
29	Total Civilian Employees	123.0	0.0	123.0		
30	**Total Personnel**	320.0	6.0	326.0		
31	**Projected LOS in 2030**				Per 1,000 Population	1.96

Footnotes:
[1] Existing staffing as obtained from the City's budget documents.
[2] New hire information as provided by the Police Department and Capital Plan for new officer related vehicles.

Table 3-2
City of Sunrise
Police Impact Fee Study

Inventory of Proposed Capital Equipment, Vehicles and Facilities

Line No.	Description	Asset Class	New, R&R, or Upgrade	Projected Capital Spending for Fiscal Years Ending September 30, [1] FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 26-30 Total	Adjustments [2]	Adjusted Total
1	Public Safety Fountain Repurpose	Facilities	R&R	$600,000	$0	$0	$0	$0	$600,000	($600,000)	$0
2	Police Administration Software Solution	Equipment	New	120,000	0	0	0	0	120,000	(120,000)	0
3	Police Replacement Vehicles	Vehicle	R&R	1,985,300	1,994,100	4,517,614	1,938,772	1,950,884	12,386,670	(12,386,670)	0
4	Radios	Equipment	R&R	250,000	0	0	0	0	250,000	(250,000)	0
5	Canine	Equipment	R&R	21,500	0	0	0	0	21,500	(21,500)	0
6	Message Board	Equipment	R&R	52,300	0	0	0	0	52,300	(52,300)	0
7	Emergency Lighting Packages	Equipment	R&R	88,750	0	0	0	0	88,750	(88,750)	0
8	Sprinter Van	Vehicle	R&R	200,000	0	0	0	0	200,000	(200,000)	0
9	Rolling Shield	Equipment	New	15,900	0	0	0	0	15,900	(15,900)	0
10	Motor Vehicle for New Crime Scene Supervisor	Vehicle	New	49,500	0	0	0	0	49,500	0	49,500
11	New Hire Related Vehicles x 6	Vehicle	New	0	153,000	157,590	81,159	81,159	472,908	0	472,908
12	**Total Proposed Capital Equipment, Vehicles and Facilities**			$3,383,250	$2,147,100	$4,675,204	$2,019,931	$2,032,043	$14,257,528	($13,735,120)	$522,408

Footnotes:

[1] Amounts shown based on Capital Improvement Plan (CIP) and other documents provided by the City.

[2] Adjustments made to remove renewal and replacement (R&R) projects as well as minor equipment related expenditures.

Table 3-3
City of Sunrise
Police Impact Fee Study

Summary of Capital Costs to Provide Police Services

Line No.	Description	Total Planned Costs [1]	Amount of Officers Served [2]	Average Cost Per Officer
	Proposed Capital Additions [3]			
1	Motor Vehicle for Crime Scene Supervisor	$49,500	11	$4,500
2	New Hire Related Vehicles	472,908	6	78,818
3	Total Proposed Costs	$522,408		$83,318
	Additional Cost or Adjustments [4]			
4	Less Planned Future Grants	$0	6	$0
5	Total Additional Costs or Adjustments	$0		$0
6	Total Allocated Costs	$522,408		$83,318

Footnotes:

[1] Amounts based on information provided on Table 3-2.

[2] Future Sworn Officer needs are calculated as follows:

Total Sworn Officers in 2026 Budget	197.0
New Officers Assumed in Vehicle Funding from CIP (Per City)	6.0
Total Sworn Officers Through End of CIP (2030)	203.0
Total Sworn Officers Through End of CIP (2030)	203.0
2030 Projected Population	103,518
Projected Level of Service (LOS) Officers per 1,000 Population	1.96
2035 Projected Population	106,072
Projected LOS per 1,000 population	1.96
Total Sworn Officers Required at 2035	208.0
Total Sworn Officers in 2026 Budget	197.0
Total Sworn Officers Required at 2035	208.0
Total Additional Officers Added Through 2035	11.0

[3] Amounts derived from Table 3-2.

[4] No future capital grants currently anticipated by staff.

Table 3-4
City of Sunrise
Police Impact Fee Study

Police Impact Fee Design

Line No.	Description	Amounts	Residential	Non-Residential
	Calculation of Net Average Capital Cost per New Officer [1]			
1	Estimated Capital Cost Per New Officer	$83,318		
2	Total Calculation of Net Average Capital Cost per New Officer	$83,318		
	Additional Officers Required to Serve Population [2]			
3	Budgeted Officers in 2026	197.0		
4	New Officers Added Through 2030	6.0		
5	Total Officers in 2030	203.0		
	Total Capital Costs Recovered From Impact Fees			
6	Total Calculation of Net Average Capital Cost per New Officer	$83,318		
7	New Officers Added Through 2030	6.00		
8	Total Capital Costs to be Recovered From Impact Fees	$499,908		
9	**Capital Cost Allocation to Residential and Non-residential Customer Classes**	Total	Residential	Non-Residential
10	Commuters Inflow / Outflow [3]	**100.00%**	61.60%	38.40%
11	Developed Square Footage [4]	**100.00%**	70.71%	29.29%
12	Weighted Allocation Factor (50% Inflow/Outflow / 50% Developed Square Footage)	**100.00%**	**66.15%**	**33.85%**
13	Allocated Total Capital Costs to be Recovered From Impact Fees	**$499,908**	**$330,708**	**$169,200**
14	**Total Equivalent Impact Fee Units [5]**			
15	Projected Population Growth 2025 - 2030		3,712	
16	Projected Nonresidential Functional Population Unit Growth 2025 - 2030			715
17	**Cost per Equivalent Impact Fee Unit (Person / Functional Population)**		$89.09	$236.68
18	**Cost per Equivalent Impact Fee Unit (Person / Functional Population) (Rounded)**		$89.00	$236.00

		PPH / Functional	Impact Fee Per Unit	
19	**Proposed Police Impact Fees**	Pop. Coefficient	Residential	Non-Residential
	Impact Fee Per Residential Dwelling Unit by Type			
20	Single Family	3.20	**$284.00**	**N/A**
21	Multi-Family	2.13	**189.00**	**N/A**
	Impact Fee per Functional Population Unit: [6]			
22	Industrial - Per 1,000 Sq Ft	0.08203	**N/A**	**$19.00**
23	Institutional - Per 1,000 Sq Ft	0.55727	**N/A**	**131.00**
24	Office - Per 1,000 Sq Ft	0.62051	**N/A**	**146.00**
25	Commercial - Per 1,000 Sq Ft	1.70591	**N/A**	**402.00**

Footnotes:

[1] Amounts derived from Table 3-3.
[2] Based on the projected level of service for 2030 based on assumed hiring plan from CIP, maintenance of 2030 LOS, and discussions with the City.
[3] Commuter Inflow / Outflow derived from 2023 Census OnTheMap information.
[4] Developed square feet obtained from the Broward County Property Appraiser data.
[5] 2025-2030 Population as shown on Table 2-1. 2025-2030 Nonresidential functional population units as shown on Table 2-2.
[6] Functional population categories and coefficients as derived on Table 2-2.

Section 4 – Fire Impact Fee Analysis

General

This section provides a discussion of the development and design of the calculated impact fee for fire capital facilities and vehicles/apparatus. Included in this section is a discussion of the City's level of service ("LOS") standard, capital costs included as the basis for the fee determination, the design of the fee to be applied to new growth within the City, and the four-year phase-in implementation approach elected by the City.

Level of Service Standards

Based on the City's budget and staffing documents provided, the City currently staffs 168 full-time fire personnel and 10 administrative support personnel. In addition to these fire personnel, the City is planning on adding additional fire rescue personnel to meet and maintain their level of service as the City grows. The City also maintains an ISO Class 1 Rating (which is the highest rating for a fire department). For the purposes of our analysis the level of service will be based upon maintaining the current ISO rating and overall service level that is provided to the City's existing residents.

Each full-time firefighter requires a complement of personnel equipment, vehicles and other equipment, and base facilities, as follows:

Personnel Equipment:

- Each firefighter must be equipped with safety gear and other relevant personal equipment to perform his/her duties. A few of the basic issues include:

    1. Turnout coat, Turnout pants, firefighting gloves;
    2. Helmet and Nomex hood; and
    3. Portable radio.

    It should be noted that while these types of assets are necessary to provide fire service, standard industry practices limit the types of assets that can be included in the calculation of the impact fee to major equipment such as fire vehicles and, as such, short-lived minor equipment is not included in our fee calculations.

Vehicles and Other Equipment:

- The department maintains a fleet of fire trucks, rescue trucks, and administrative vehicles to provide fire services to the City. The City's capital plan includes significant investment in replacement of existing fleet to maintain its service levels. All replacement vehicles have been excluded from the analysis. To the extent the project cost estimate for the new Fire Station #48 includes a vehicle element in its cost estimate then this has been included in the analysis.

Base Facilities:

- The City has five fire stations and will be adding an additional station to help accommodate the growth occurring within the City during the forecast period. The costs associated only with this new station are included in the fee analysis.

As discussed above, the City has made existing investments in fire / rescue services and plans to make future improvements that will serve new growth.

Capital Improvement Plan

In the development of the calculated fees, the following expansion-related capital improvement expenditures as obtained from the City's capital improvement program documents and clarified in discussions with the fire department were utilized. These capital requirements are anticipated and designed to maintain the department's ability to provide service to the City's future population level and fulfill the identified level of service standards. The City's future capital requirements are categorized by type of expenditure and are summarized below.

Exhibit 4-1: Projected Future City Investment in Fire Assets (Capital Plan) [1]

Description	Total Costs	Included Costs
Major Vehicles and Fire / Rescue Equipment	$11,271,315	$0
Major Facility Related Replacements / Upgrades	2,276,921	0
New Fire Station #48	13,000,000	13,000,000
Total	$26,548,236	$13,000,000

[1] Amounts as shown on Table 4-2.

As can be seen above, the City anticipates spending $26,548,236 in order to further develop the fire assets and facilities to maintain its existing level of service to the City as it grows. The net amount recognized in the calculation of the fee was $13,000,000, which is entirely comprised of costs associated with the construction of a new fire station (Station #48).

Development of Includable Capital Costs

In the development of the fire impact fee, the proposed future capital improvement requirements were considered and analyzed to develop an estimate of the capital facility costs associated with each new firefighter. The facility costs utilized in the analysis were based on the projected facility costs of $13,000,000.

The City has indicated that the new fire station that will undergo construction is projected to staff 18 firefighters. Thus, the $13 million in costs associated with the project will be evenly allocated over the planned 18 firefighters. When allocated over 18 firefighters, the total costs per firefighter is estimated at $722,222 per firefighter.

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Exhibit 4-2: Future Capital Cost per Firefighter [1]

Description	Amount
Planned Future Facility Costs [2]	$13,000,000
Number of Firefighters Needed for Station #48	18
Total Capital Cost per Firefighter	$722,222

[1] Amounts as shown as summarized on Table 4-4 and may not add due to rounding.
[2] Amount shown based CIP projects as summarized on Table 4-2.

Design of Fire Impact Fee

The method used to determine the fire services impact fee is the plan-based method as only net costs associated with adding additional capacity to service the City's future needs are recognized. This method was based upon a three-step process. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on includable portion of the multi-year capital plan the total investment in fire department capital facilities was developed. This amount then was allocated based on the level of firefighters served by those assets and is approximately $722,222 per firefighter. In order to maintain the existing level of service through 2050, the City is projected to add one fire station, which needs an additional 18 firefighters. The current number of firefighters per 1,000 population is 1.68 and that would be maintained through 2050. The total includable capital investment on a per firefighter basis of $722,222 applied to these projected 18 firefighters comes to a total projected investment of $13,000,000. This amount is the total allocated capital cost to serve the projected population growth.

- Allocation of Capital Costs to Customer Classes – This step allocates the total capital costs between the residential and non-residential classes based on a weighted allocation that considers the department's response call data for those major service categories, inflow and outflow of commuters in the City, as obtained from the 2023 Census "OnTheMap," as well as the City's total developed square footage by land use class. These three criteria are evenly weighed in the allocation. While the call data directly relates to the demand for service, using square footage allows those land use categories that may not have calls during the surveyed call period to still receive a share of cost due to the benefit the department provides to their properties for overall fire / rescue services. Additionally, the commuter inflow / outflow relates to the amount of time residents live and work either inside or outside the City limits and the nonresidents who work within the City. The classes with higher service calls, square footage, and person time receive a higher allocation of cost.

- Calculation of Cost per Equivalent Impact Fee Unit – Once the allocated costs are identified per land-use, they are summarized and presented as an equivalent unit basis; per dwelling unit and per 1,000 square feet. Table 4-5 provides a detailed listing of the calculated impact fees and their appropriate land-use and measures.

Fire Impact Fee Assumptions

The development of the fire impact fees required several assumptions. The major assumptions used in the development of the calculated impact fees are as follows:

1. In the development of the capital costs to serve growth, the total projected capital costs of providing fire services were developed as described previously based on proposed capital expenditures through 2030. Using these capital costs and the future firefighters associated with this station required to provide service through 2050 the total estimated projected investment of $13,000,000 was developed and is the cost basis used in the development of the fees.

2. In the development of the capital costs, it was assumed that the existing level of service would be maintained by the City by the end of the forecast period. This level of service is based on maintaining the current ISO Class 1 rating for the department.

3. The $13 million in total projected investment was then allocated using the Fire Department's response call data, the inflow / outflow data, as well as total developed square footage. The Fire Department's call data was approximately 61% residential and 39% non-residential, the inflow / outflow data was approximately 62% residential and 38% non-residential while the developed square footage data was approximately 71% residential and 29% non-residential. Each factor was weighted at 33.33% in the allocation. The weighted allocation of these factors resulted in an overall allocation of approximately 65% residential and 35% non-residential. This resulted in approximately $8.4 million in projected investment being allocated to the residential class and the remaining $4.6 million being allocated to the non-residential class. These allocated costs were then divided by the projected growth in population and growth in non-residential functional population estimates through 2050 from Tables 2-1 and 2-2 to develop a cost on a per unit basis.

Impact Fee Calculation

Based on the above-referenced assumptions, the allocated capital facilities, and the population and land use projections of the City, the fire services impact fees for the residential and non-residential customer classifications were developed. As shown in Table 4-5 at the end of this section, the cost per equivalent impact fee unit by customer classification was estimated.

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Exhibit 4-3: Calculation of Impact Fee Per Person / Functional Unit

Description	Amount [1]	
Total Capital Cost per New Firefighter	$722,222	
Total Firefighters Projected for Station #48	18	
Total Capital Costs to be Recovered from Impact Fees	$13,000,000	
Weighted Cost Allocation Factor (Residential / Non-residential)	64.52%	35.48%
Net Allocated Capital Cost	$8,387,015	$4,612,985
Growth in Residential Population / Non-residential Functional Population 2025 – 2050	10,629	2,047
Total Costs to be Recovered per Person / Functional Population (Rounded)	$789.00	$2,253.00

[1] Amounts as shown on Table 4-5.

The following summarizes the existing and calculated fire impact fees:

Exhibit 4-4: Existing and Calculated Fire Impact Fees

Description	Impact Fee Unit	Existing Fee per Unit	Calculated Fee per Unit	Difference – $	Difference – %
Residential:					
Single-family	Dwelling Unit	$62.69	$2,524.00	$2,461.31	3,926%
Multi-family	Dwelling Unit	55.32	1,680.00	1,624.68	2,937%
Non-residential:					
Industrial	Per 1,000 Sq. Ft.	$54.30	$184.00	$129.70	239%
Institutional	Per 1,000 Sq. Ft.	205.94	1,255.00	1,049.06	509%
Office	Per 1,000 Sq. Ft.	135.17	1,398.00	1,262.83	934%
Commercial	Per 1,000 Sq. Ft.	205.94	3,843.00	3,637.06	1,766%

[1] Institutional is a new land use category that was previously included within the Commercial category.

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Impact Fee Implementation

The City has elected to implement a 50% increase in its existing fire fees that will be phased in evenly through a series of four installments. The table below summarizes the phase-in plan for the fire impact fees:

Exhibit 4-5: Fire Impact Fees 4 Installment Phase-In Plan

Description	Impact Fee Unit	Installment 1	Installment 2	Installment 3	Installment 4
Residential:					
Single-family	Dwelling Unit	$70.53	$78.36	$86.20	$94.04
Multi-family	Dwelling Unit	62.24	69.15	76.07	82.98
Non-residential:					
Industrial	Per 1,000 Sq. Ft.	$61.09	$67.88	$74.66	$81.45
Institutional	Per 1,000 Sq. Ft.	231.68	257.43	283.17	308.91
Office	Per 1,000 Sq. Ft.	152.07	168.96	185.86	202.76
Commercial	Per 1,000 Sq. Ft.	231.68	257.43	283.17	308.91

[1] Institutional is a new land use category that was previously included within the Commercial category.

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Section 4
City of Sunrise
Fire Impact Fee Study

List of Tables

Table	Description
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4-2	Inventory of Proposed Capital Equipment, Vehicles and Facilities
4-3	Allocation of Service Calls Among Customer Classes
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4-5	Fire Impact Fee Design

Table 4-1
City of Sunrise
Fire Impact Fee Study

Summary of Existing Personnel

Line No.	Description	Existing Staffing [1]	Allocation Basis	Achieved Staffing
	Personnel			
1	Battalion Chief	7.00		
2	Deputy Fire Chief	1.00		
3	Division Chief	5.00		
4	Driver Operator	21.00		
5	Fire Captain	30.00		
6	Fire Chief	1.00		
7	Fire Inspector	9.00		
8	Firefighter	70.00		
9	Rescue Lieutenant	24.00		
10	**Total Firefighters**	168.00	Per 1,000 Population	1.68
11	Administrative Assistant II	2.00		
12	Administrative Officer II	1.00		
13	Administrative Support I	1.00		
14	Administrative Support Part Time	1.00		
15	Billing Specialist	1.00		
16	Civilian Service Specialist I	1.00		
17	Emergency Mgmt. Coordinator	1.00		
18	Fire Planner	1.00		
19	Fire Prevention Specialist	1.00		
20	**Total Personnel**	178.00		

Footnotes:
[1] Staffing as obtained from the City's budget documents.

Table 4-2
City of Sunrise
Fire Impact Fee Study

Inventory of Proposed Capital Equipment, Vehicles and Facilities

Line No.	Description	Asset Class	New, R&R, or Upgrade [2]	Projected Capital Spending for Fiscal Years Ending September 30, [1] FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 26 - 30 Total	Adjustments [3]	Adjusted Total
1	E-One Pumper	Vehicle	R&R	$0	$1,450,000	$0	$0	$0	$1,450,000	($1,450,000)	$0
2	Ford F350 Super Cab	Vehicle	R&R	0	69,500	0	0	0	69,500	(69,500)	0
3	Command Center	Vehicle	R&R	0	0	720,800	0	0	720,800	(720,800)	0
4	E-One Pumper	Vehicle	R&R	0	0	1,537,000	0	0	1,537,000	(1,537,000)	0
5	E-One Fire Engine Truck	Vehicle	R&R	0	0	1,166,000	0	0	1,166,000	(1,166,000)	0
6	Ford Maverick Hybrid	Vehicle	R&R	0	0	49,290	0	0	49,290	(49,290)	0
7	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	56,180	0	0	56,180	(56,180)	0
8	Ford Expedition	Vehicle	R&R	0	0	78,440	0	0	78,440	(78,440)	0
9	Ford Expedition 4X2	Vehicle	R&R	0	0	78,440	0	0	78,440	(78,440)	0
10	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	56,180	0	0	56,180	(56,180)	0
11	4 Door Clean Cab Rescue Truck	Vehicle	R&R	0	0	0	758,430	0	758,430	(758,430)	0
12	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	0	59,551	0	59,551	(59,551)	0
13	Ford F250 Utility Body	Vehicle	R&R	0	0	0	91,573	0	91,573	(91,573)	0
14	E-One Pumper	Vehicle	R&R	0	0	0	0	1,726,973	1,726,973	(1,726,973)	0
15	E-One Quint	Vehicle	R&R	0	0	0	0	2,227,200	2,227,200	(2,227,200)	0
16	4 Door Clean Cab Rescue Truck	Vehicle	R&R	0	0	0	0	803,936	803,936	(803,936)	0
17	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	0	0	63,124	63,124	(63,124)	0
18	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	0	0	63,124	63,124	(63,124)	0
19	Ford Interceptor Utility Hybrid	Vehicle	R&R	0	0	0	0	63,124	63,124	(63,124)	0
20	Ford F250 Utility Body	Vehicle	R&R	0	0	0	0	97,068	97,068	(97,068)	0
21	Ford Maverick Hybrid	Vehicle	R&R	0	0	0	0	55,382	55,382	(55,382)	0
22	Fire Station Bay Door Replacement / Upgrade	Facilities	Upgrade	1,208,571	0	0	0	0	1,208,571	(1,208,571)	0
23	Fire Station Roof Replacement	Facilities	R&R	1,068,350	0	0	0	0	1,068,350	(1,068,350)	0
24	New Fire Station #48	Facilities	New	4,000,000	0	9,000,000	0	0	13,000,000	0	13,000,000
25	**Total Proposed Capital Equipment, Vehicles and Facilities**			$6,276,921	$1,519,500	$12,742,330	$909,554	$5,099,931	$26,548,236	($13,548,236)	$13,000,000

Footnotes:

[1] Amounts shown based on Capital Improvement Plan (CIP) and other documents provided by the City.

[2] Character of capital projects was discussed with the City's fire department to clarify potential includability in calculations.

[3] Adjustments made to remove renewal and replacement (R&R) projects as well as minor equipment related expenditures.
Fire Station Bay Door Replacement/Upgrade project with upgrades to existing facilities and have been adjusted out as well.

Table 4-3
City of Sunrise
Fire Impact Fee Study

Allocation of Service Calls Among Customer Classes

Line No.	Description	Percentage of Calls By Property Class [1] Residential	Nonresidential	Excluded/Undefined [2]	Total
	Fiscal Year				
1	2023	54.54%	36.05%	9.41%	100.00%
2	2024	56.48%	34.85%	8.67%	100.00%
3	2025	56.75%	35.29%	7.96%	100.00%
4	Total Average Call Allocation	55.92%	35.40%	8.68%	100.00%
5	Adjusted Average Call Allocation	61.24%	38.76%	0.00%	100.00%

Footnotes:
[1] Information based on call data analysis from the past three fiscal years provided by the City.
[2] Calls originating from properties with undefined property use are excluded in this analysis as they cannot be allocated readily to either residential or nonresidential.

Table 4-4
City of Sunrise
Fire Impact Fee Study

Summary of Capital Costs to Provide Fire Services

Line No.	Description	Total Planned Capital Costs [1]	Amount of Firefighters Served [2]	Average Capital Cost Per Firefighter
	Proposed Capital Additions [3]			
1	New Station #48	$13,000,000	18	$722,222
2	Total Proposed Capital Additions	$13,000,000		$722,222
	Additional Cost or Adjustments [4]			
3	Less Proposed Future Capital Grants	$0	18	$0
4	Total Additional Costs or Adjustments	$0		$0
5	Total Allocated Costs	$13,000,000		$722,222

Footnotes:

[1] Amounts based on information provided on Table 4-2.
[2] Future Firefighters needs are calculated as follows:
Additional Personnel For New Station #48 18.00
[3] Amounts derived from Table 4-2.
[4] No future grants currently anticipated by City staff.

Table 4-5
City of Sunrise
Fire Impact Fee Study

Fire Impact Fee Design

Line No.	Description	Amounts	Residential	Non-Residential
1	**Calculation of Net Average Capital Cost per New Personnel [1]**			
2	Proposed Capital Additions per Firefighter	$722,222		
3	Less Planned Future Capital Grants	0		
4	Total Calculation of Net Average Capital Cost per New Personnel	$722,222		
5	**Additional Firefighters Required to Serve Population [2]**			
6	Additional Firefighters For New Station #48	18.00		
7	**Total Capital Costs Recovered From Impact Fees**			
8	Total Calculation of Net Average Capital Cost per New Personnel	$722,222		
9	Number of Total Firefighters Needed	18.00		
10	Total Capital Costs to be Recovered From Impact Fees	$13,000,000		
11	**Capital Cost Allocation to Residential and Non-residential Customer Classes**	Allocation	Residential	Non-Residential
12	Commuters Inflow / Outflow [3]	**100.00%**	61.60%	38.40%
13	Fire Call Data FY 2023-2025 [4]	**100.00%**	61.24%	38.76%
14	Developed Square Footage [5]	**100.00%**	70.71%	29.29%
15	Weighted Allocation Factor (1/3 Inflow/Outflow / 1/3 Response Calls / 1/3 Developed Square Footage)	**100.00%**	**64.52%**	**35.48%**
16	Allocated Total Capital Costs to be Recovered From Impact Fees	**$13,000,000**	**$8,387,015**	**$4,612,985**
17	**Total Equivalent Impact Fee Units [6]**			
18	Projected Population Growth 2025 - 2050		10,629	
19	Projected Nonresidential Functional Population Unit Growth 2025 - 2050			2,047
20	**Cost per Equivalent Impact Fee Unit (Person / Functional Population)**		$789.07	$2,253.53
21	**Cost per Equivalent Impact Fee Unit (Person / Functional Population) (Rounded)**		$789.00	$2,253.00
		PPH / Functional	Impact Fee Per Unit	
22	**Proposed Fire Impact Fees**	Pop. Coefficient	Residential	Non-Residential
23	Impact Fee Per Residential Dwelling Unit by Type			
24	Single Family	3.20	**$2,524.00**	**N/A**
25	Multi-Family	2.13	**1,680.00**	**N/A**
	Impact Fee per Functional Population Unit: [7]			
26	Industrial - Per 1,000 Sq Ft	0.08203	**N/A**	**$184.00**
27	Institutional - Per 1,000 Sq Ft	0.55727	**N/A**	**1,255.00**
28	Office - Per 1,000 Sq Ft	0.62051	**N/A**	**1,398.00**
29	Commercial - Per 1,000 Sq Ft	1.70591	**N/A**	**3,843.00**

Footnotes:

[1] Amounts derived from Table 4-4.
[2] Additional firefighters based from Table 4-4.
[3] Commuter Inflow / Outflow derived from 2023 Census OnTheMap information.
[4] Based on fire department average call data for FY 2023 - 2025 provided by the City from Table 4-3.
[5] Developed square feet obtained from the Broward County Property Appraiser data.
[6] Projected population growth derived from Table 2-1. Non-residential functional population unit growth derived from Table 2-2.
[7] Functional population categories and coefficients as derived on Table 2-2.

Section 5 – Parks and Recreation Impact Fee Analysis

General

This section provides a discussion of the development and design of the calculated impact fee for Parks and Recreation services. Included in this section is a discussion of the City's adopted level of service ("LOS") standards, the related capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

Recreation Planning Process

The development of a parks and recreation impact fee is grounded in an established planning hierarchy that connects community vision to capital funding. This process generally follows three sequential stages: comprehensive planning, recreation and capital planning, and capital funding identification.

The City's Comprehensive Plan, which is updated from time to time, describes the City's goals, objectives, and policies for its public recreation and open space facilities. This represents the first step of the overall planning process. The Comprehensive Plan describes the City's goals as they relate to its recreational services program and delineates the City's planning processes, level of service guidelines, and maintenance standards in order to achieve such goals. The level-of-service standards adopted in the Comprehensive Plan express the community's expectation for the amount and type of parkland, facilities, and amenities that should be available to residents, and serve as the policy foundation upon which more detailed planning efforts are built.

The second step in the planning process relates to the City's recreation and capital planning efforts. Through this process, the City evaluates its recreation needs in the context of the service standards delineated in the Comprehensive Plan and identifies the capital investments needed to meet those needs, as reflected in the City's capital improvement plan. This evaluation considers the full range of recreation needs, recognizing that parks and recreation encompasses far more than passive open space. Community recreation systems typically include neighborhood and community parks, athletic fields and courts, aquatic facilities, trails and greenways, playgrounds, recreation and community centers, and special-use facilities such as dog parks, and nature preserves. Recreation and capital planning generally considers the condition and capacity of existing facilities, community input, demographic trends, and projected population growth to identify gaps in the current system and anticipate future facility needs. The result is a prioritized set of capital improvements that reflects both the character of the community and the demands that new development will place on the recreation system.

This report summarizes the final step in the City's recreation planning process: the identification of the City's recreation services capital funding strategy and the evaluation of the appropriate level of such capital costs to be recovered through recreation impact fees. Impact fees represent one component of the overall funding strategy and are designed so that new growth pays a proportionate share of the capital costs needed to maintain adopted levels of service. The impact fee calculation draws directly from the planning framework described above, using the Comprehensive Plan's level-of-service standards and the capital improvement priorities identified through the City's recreation and capital planning to quantify the cost attributable to each new unit of development.

By following this structured planning process, the City's parks impact fee program is rooted in sound planning principles, reflects the recreation needs of the community, and is designed to fund the allocable share of costs associated with growth and new development.

Level of Service (LOS) Standards

As outlined in the City's Comprehensive Plan, the City has adopted LOS standards for recreation and open space areas. With respect to parks and open space, the City has adopted a minimum recreational LOS standard of three acres per 1,000 residents. It should be noted though that Broward County (the "County") has authority over the City's Comprehensive Plan and regulates what can and cannot be counted as park acreage for the purposes of determining its LOS. The City currently owns and has access to an inventory of parks providing over 400 acres of open space. A summary of the City-owned and -operated parks as well as parks that are accessible to its residents is summarized on Table 5-1. Currently the City's level of service requirement on open space would require the City to have approximately 299 acres of total open space. The City's current inventory includes 400 acres including neighborhood parks, community centers, and more. These 400 acres include 75 acres associated with the portion of Markham County Park that is currently includable based on County planning policies. This is a current surplus of approximately 101 acres based on the 2025 estimated population as shown on Table 5-2. This surplus is projected to continue through 2050 based on population projections as shown below. The current surplus in terms of the acres the City owns compared to the level of service requirement for acres is shown below as follows:

Exhibit 5-1: Existing and Required Level of Service

Description	Amounts
Estimated Total Population 2025	99,806
Existing Level of Service	3 Acres per 1,000 Population
Required Acres 2025	299.42 Acres
Required Acres 2050 (Estimated Population of 110,435 Persons)	331.31 Acres
Current City Inventory	400.37 Acres

It should also be noted that the City is planning to continue to add to, enhance, and develop new recreational facilities and amenities related to the existing parklands to serve the needs of new growth.

Capital Improvement Plan

In the development of the fee, the following multi-year capital improvement plan was provided by the City for use in this project. The project listing includes renovations of existing facilities, upgrades, as well as new facilities to serve growth. The new facilities are associated with the Oscar Wind and parking lot projects and include a new multipurpose building, site upgrades/additions, covered basketball courts, splash pad,

boardwalk, additional parking, and canoe/kayak launch. The City's major capital requirements included in the impact fee calculation are summarized below.

Exhibit 5-2: Projected Future City Investment in Recreation Assets (Capital Plan) [1]

Description	Amount
Total Allocated Capital Projects	$18,494,000
Renewal and Replacement Projects, and Equipment Related Adjustments	(8,499,818)
Net Future City Capital Investments in Recreation Assets	$9,994,182

[1] Amounts as provided by City staff and are shown on Table 5-3.

As can be seen above, the City estimates spending $9,994,182 on impact fee eligible projects in order to further develop the park facilities as the City continues to grow.

Design of Parks and Recreation Impact Fee

The method used to calculate the impact fee is based on the plan-based method as only net costs associated with adding additional facilities to serve the City's future recreation capacity needs are recognized. Table 5-4 at the end of this section summarizes the results of the impact fee calculation. The following is a brief description of the method used in this study:

- Development of Total Capital Need – Based on the City's estimated capital costs of developing future park facilities, and the population projections, the total estimated cost to serve future residents is developed.
- Development of Estimated Population Served – This data was calculated from Table 2-1 to establish a projected growth in permanent population that would be served by the recreation assets of the City.
- Calculation of Cost per Unit – Once the total capital costs allocable to future residents are estimated, the impact fee unit per person is calculated for residential units. Unlike police and fire residential impact fees, this calculation includes a tiered bedroom approach, where the impact fee amount varies by the number of bedrooms in the residential dwelling unit. The corresponding residential occupancy factor used to scale the fee per person for each tier is calculated on Table 2-3.

Parks and Recreation Facilities Impact Fee Assumptions

In the development of the recreation impact fees, several assumptions were utilized. The major assumptions used in the development of the impact fees are as follows:

1. The development of the cost for the recreation facilities impact fees was based on the City's level of service standards for recreational facilities and the City's estimated capital costs to develop future facilities and activities.
2. As indicated in Table 5-3, the City has identified planned future growth related net capital needs totaling $9,994,182. The total needs were based on planned future investments to be made by the City, which should be recovered from future residential growth.

3. No credits from other revenue sources have been identified for the purposes of this calculation, as it is assumed that other funding sources generated by future users will be utilized to provide for the necessary ongoing operating and repair / replacement costs required.

Impact Fee Calculation

Based on the above-referenced assumptions, the recreation impact fee as calculated in detail on Table 5-4 was developed as follows:

Exhibit 5-3: Recreation Impact Fee Calculation

Description	Amounts [1]
Future Planned Net Investment in Parks and Recreation Through 2030	$9,994,182
Change in Projected Population from 2025 to 2050 (Rounded)	10,629
Total Costs to be Recovered per Person	$940.27
Total Costs to be Recovered per Person (Rounded)	$940.00
Impact Fee per Residential Dwelling Unit (Based on Number of Bedrooms)	
0 – 1 Bedroom	$1,485.00
2 Bedrooms	2,124.00
3 Bedrooms	2,848.00
4+ Bedrooms	3,337.00

[1] Amounts as shown on Table 5-4.

The following summarizes the existing and calculated parks and recreation impact fee:

Exhibit 5-4: Existing and Calculated Parks and Recreation Services Impact Fees

Dwelling Unit Size	Impact Fee Unit	Existing Fee per Unit	Calculated Fee per Unit	Difference – $	Difference – %
0 – 1 Bedroom	Dwelling Unit	$443.62	$1,485.00	$1,041.38	235%
2 Bedrooms	Dwelling Unit	609.98	2,124.00	1,514.02	248%
3 Bedrooms	Dwelling Unit	831.78	2,848.00	2,016.22	242%
4+ Bedrooms	Dwelling Unit	978.73	3,337.00	2,358.27	241%

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Impact Fee Implementation

The City has elected to implement a 50% increase in its existing recreation fees that will be phased in evenly through a series of four installments. The table below summarizes the phase-in plan for the parks and recreation impact fees:

Exhibit 5-5: Parks and Recreation Impact Fees 4 Installment Phase-In Plan

Description	Impact Fee Unit	Installment 1	Installment 2	Installment 3	Installment 4
Impact Fee per Residential Dwelling Unit (Based on Number of Bedrooms)					
0 – 1 Bedroom	Dwelling Unit	$499.07	$554.53	$609.98	$665.43
2 Bedrooms	Dwelling Unit	686.23	762.48	838.72	914.97
3 Bedrooms	Dwelling Unit	935.75	1,039.73	1,143.70	1,247.67
4+ Bedrooms	Dwelling Unit	1,101.07	1,223.41	1,345.75	1,468.10

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Section 5
City of Sunrise
Parks and Recreation Impact Fee Study

List of Tables

Table	Description
5-1	Inventory of City Parks and Recreational Facilities
5-2	Existing Open Space Needs
5-3	Summary of Capital Projects to Improve and Expand Recreation Services
5-4	Design of Recreation Impact Fee

Table 5-1
City of Sunrise
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Park Name	Acres	Facilities
1	12th Street Park (Neighborhood)	0.80	Benches
2	City Park (Community)	7.20	Amphitheater Basketball (3) Emergency Call Station Grills (2) Multipurpose Facility Multipurpose Fields Outdoor Fitness/Wellness Stations (7) Pavilion Rentals (2) Playground Restroom Facilities Security Cameras (17) Splash Pad Tennis Courts (2) Walking Path
3	Cypress Preserve Park (Resource)	7.90	Disc Golf (9) Grills (3) Outdoor Fitness/Wellness Stations (9) Pavilion Rentals (3) Restroom Facilities Splash Pad Walking Path
4	Flamingo Park (Community)	22.10	Baseball/Softball Field (2) Basketball (3) Batting Cage (2) Emergency Call Station (2) Meeting Room/Hall Rentals Multipurpose Fields Outdoor Fitness/Wellness Stations (10) Playground (Covered) Restroom Facilities (3) Security Cameras (18) Splash Pad Tennis Courts Walking Path
5	Flamingo Road Linear Park (Urban Open Space)	13.20	Outdoor Fitness/Wellness Stations (7) Public Art Displays (4) Walking Path
6	Hiatus Road Trailhead Park (Neighborhood)	1.90	Benches Bike Racks Bike Repair Station Garden Picnic Tables Walking Path

Table 5-1
City of Sunrise
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Park Name	Acres	Facilities
7	Nob Hill Soccer Club Park (Neighborhood)	14.30	Bocce Ball (2) Emergency Call Station (2) Meeting Room/Hall Rentals Multipurpose Fields (3) Restroom Facilities Security Cameras (25) Volleyball Walking Path
8	Nob Hill Elementary Park/Soccer Club Park	2.00	Bike Rack Bike Repair Station Meeting Rooms Playground Football/Soccer Fields Restroom Facilities Bocce Court
9	Bair Middle & Horizon Elementary	2.30	Fields Basketball Courts
10	Oak Hammock Park (Resource)	14.10	Grills (3) Pavilion Rentals (3) Playground (Covered) Restroom Facilities (2) Walking Path
11	Oscar Wind Park (Community)	7.20	Baseball/Softball Field Multipurpose Fields Outdoor Fitness/Wellness Stations Pavilion Rentals Playground Restroom Facilities Walking Path
12	Piper Field (Special Use)	8.80	Baseball/Softball Field Multipurpose Fields Restroom Facilities Security Cameras (2)
13	Roarke Pool	0.70	Children's Pool Restrooms Splash Pad
14	Sawgrass Sanctuary (Resource)	21.20	Fishing Pier Pavilion Rentals (2) Restroom Facilities Walking Path
15	Shotgun Road Linear Park (Urban Open Space)	6.40	Outdoor Fitness/Wellness Stations (10) Walking Path

Table 5-1
City of Sunrise
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Park Name	Acres	Facilities
16	Sunrise Athletic Complex (Special Use)	26.60	Bankshot Court Baseball/Softball Field (3) Basketball (4) Batting Cage (2) Concession Emergency Call Station (5) Football Field Meeting Room/Hall Rentals Multipurpose Facility Multipurpose Fields (2) Restroom Facilities (3) Security Cameras (60) Tennis Courts (3) Walking Path
17	Sunrise Golf Village Park (Neighborhood)	1.30	Beach Seating Bus Stop Scenic Landscape
18	Sunrise Sportsplex (Special Use)	16.50	Baseball/Softball Field (4) Batting Cage (4) Concession Emergency Call Station (2) Multipurpose Fields (2) Playground Public Art Displays Restroom Facilities (2) Security Cameras (16) Walking Path
19	Sunrise Tennis Club Park	9.70	Restroom Facilities (2) Security Cameras (10) Tennis Courts (15)
20	The Bridges at Springtree Golf Club	37.50	T-Ball Field 2 Baseball Diamonds Playground Concession Stand Restrooms
21	Veterans Park (Neighborhood)	4.70	Playground Restroom Facilities Security Cameras (10)
22	Village Art Plaza (Resource)	0.30	Public Art Displays (14) Security Cameras (12)
23	Village Beach Club Park	1.31	Restrooms Pool
24	Village Square Park	0.20	Benches Fountain

Table 5-1
City of Sunrise
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Park Name	Acres	Facilities
25	Welleby Park (Resource)	28.80	Baseball/Softball Field Dog Park (Off Leash Areas) (3) Grills (15) Meeting Room/Hall Rentals Multipurpose Fields Outdoor Fitness/Wellness Stations (9) Pavilion Rentals (11) Playground (covered) Restroom Facilities (3) Safety Town Security Cameras (28) Splash Pad Volleyball Walking Path
26	Sawgrass Preserve	6.40	Bike Rack Bike Repair Station Boardwalk Fishing Fishing Pier Picnic Pavilions Restrooms Walking Path
27	Sunrise Lakeside Park	1.26	Benches Garden Scenic Landscape Walking Path
28	Sunrise Civic Center Aquatics Complex	14.00	Children's Pool Concession Stand Lap Pool Restrooms Water Slide
29	Rowan Park	46.70	Lake
30	Markham County Park [2]	75.00	Bike Trails Observatory Campgrounds Airplane Field Dog Park Jogging trails Fishing & Boating Areas Sport Fields
31	**Total Acres in Service**	**400.37**	

Footnotes

[1] Inventory as provided by the City. Supplemental information on amenities are found on the City's website and park planning documents.

[2] For Markham County park, no more than 25% of total City park acreage in service can be used to meet the LOS requirement according to Broward County planning policies. The City determined that 75 acres is the appropriate number and provided it for usage in this listing.

Table 5-2
City of Sunrise
Parks and Recreation Impact Fee Study

Existing Open-Space Needs

Line No.	Facility Classification	City Standards [1] Acres	Per	Population	City Facilities [2] Total Acres	Per	2025 Population	To City Standards Required	Surplus / (Deficiency)
1	Park Lands	3.00		1,000	400.37		99,806	299.42	100.95

Footnotes

[1] Based on the City's Recreation and Open Space Element from its Comprehensive Plan.

[2] Inventory and Classification as provided by the City and as provided in detail in Table 5-1.

Table 5-3
City of Sunrise
Parks and Recreation Impact Fee Study

Summary of Capital Projects to Improve and Expand Recreation Services

Line No.	Description	Asset Class	New, R&R or Upgrade	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	2026 - 2030 Total	Allocation to Leisure Services	Allocated Total	Adjustments [2]	Adjusted Total
1	Municipal Campus Expansion	Facilities	R&R	$0	$0	$0	$0	$0	$0	100%	$0	$0	$0
2	Marquee Signs	Equipment	New	250,000	0	0	0	0	250,000	100%	250,000	(250,000)	0
3	Civic Center Phase 2 Improvements	Facilities	R&R	650,000	0	0	0	0	650,000	100%	650,000	(650,000)	0
4	Municipal Campus Parking Lot Expansion	Facilities	New	1,550,000	0	0	0	0	1,550,000	100%	1,550,000	(1,400,818)	149,182
5	Library Square Buildout Units 8 & 9	Facilities	New	275,000	0	0	0	0	275,000	0%	0	0	0
6	Citywide Public Wifi	Equipment	Upgrade	0	250,000	250,000	250,000	250,000	1,000,000	100%	1,000,000	(1,000,000)	0
7	Civic Center Phase 3 Improvements	Facilities	Upgrade	0	2,993,000	0	0	0	2,993,000	0%	0	0	0
8	Oscar Wind Park - Phase 2	Facilities	Upgrade / New Facilities	10,500,000	0	0	0	0	10,500,000	100%	10,500,000	(655,000)	9,845,000
9	Public Art	Equipment	New	600,000	0	0	0	0	600,000	100%	600,000	(600,000)	0
10	Library Square Hardscape Improvements	Facilities	R&R	75,000	500,000	0	0	0	575,000	100%	575,000	(575,000)	0
11	Security Improvements	Equipment	New	0	1,233,000	599,000	0	0	1,832,000	100%	1,832,000	(1,832,000)	0
12	9525 Parcel Improvements [3]	Facilities	New	0	195,000	1,342,000	0	0	1,537,000	100%	1,537,000	(1,537,000)	0
13	**Total Capital Improvements**			**$13,900,000**	**$5,171,000**	**$2,191,000**	**$250,000**	**$250,000**	**$21,762,000**		**$18,494,000**	**($8,499,818)**	**$9,994,182**

Footnotes:

[1] Amounts provided by City staff, which represent improvements and upgrades to existing facilities and construction of new facilities which will serve existing and future residents of the City.

[2] Amounts adjusted exclude all prior spending before FY 2026, equipment-related projects, projects that are renewal and replacement in nature, as well as projects not directly associated with Leisure Services. Upgrades to existing facilities are also adjusted out. The parking lot project was adjusted for portion of costs associated with a bathroom replacement.

[3] Projects described as potential items that could occur. Excluded for conservatism.

Table 5-4
City of Sunrise
Parks and Recreation Impact Fee Study

Design of Recreation Impact Fee

Line No.	Description		Basis
	Calculation of Existing and Proposed Capital Investments in Parks and Recreation		
1	Future Investment in Parks and Recreation [1]		$9,994,182
2	Proposed Grant Funded / Donated Assets [2]		0
3	Proposed Capital Investment in Parks and Recreation		$9,994,182
4	**Estimated Population Served**		
5	Projected Population between 2025 and 2050 [3]		10,629
6	**Cost per Equivalent Impact Fee Unit (Persons)**		$940.27
7	**Cost per Equivalent Impact Fee Unit (Persons) (Rounded)**		$940.00
8	**Proposed Parks and Recreation Impact Fees**	Residential Occupancy Factor	Impact Fee Per Unit Residential
	Impact Fee Per Residential Dwelling Unit (Based on Number of Bedrooms) [4]		
9	0 - 1 Bedroom	1.58	**$1,485.00**
10	2 Bedrooms	2.26	**2,124.00**
11	3 Bedrooms	3.03	**2,848.00**
12	4+ Bedrooms	3.55	**3,337.00**

Footnotes

[1] Amount derived from Table 5-3.
[2] Amount based on information provided by City Staff. No grants anticipated at this time.
[3] Amount derived from Table 2-1.
[4] Residential coefficients as derived on Table 2-3

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Jami Ketchup, Director of Human Resources
Human Resources Department

ITEM #: 4.D. **C #:** 26287

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, providing for a revision to Ordinance No. 715-X, as Amended, to the General Executive Management Positions Schedule, and the Pay Plan Appendix; and providing for an effective date.

BACKGROUND INFORMATION:
This is a proposed amendment to the position summary to update a position title as included in the FY 2027 Adopted Budget.

Appendix "A" General Executive/Management Pay Plan and Appendix "B" Salary Pay Step List

CLASSIFICATION	RANGE	MINIMUM	MAXIMUM
Code Compliance Manager	**E01 63-77**	**$116,021.83**	**$163,936.49**
~~Assistant Director / Code Compliance Manager~~	~~E01 63-77~~	~~$116,021.83~~	~~$163,936.49~~

It is recommended that the City Commission approve the aforementioned 715-X position change, consistent with the FY 2026/2027 Adopted Budget, as presented.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26287

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PROVIDING FOR A REVISION TO ORDINANCE NO. 715-X, AS AMENDED, TO THE GENERAL EXECUTIVE MANAGEMENT POSITIONS SCHEDULE AND THE PAY PLAN APPENDIX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2(J) of Ordinance No. 715-X, as amended, provides for amendment by resolution of certain schedules and appendices contained in the ordinance.

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

Section 1. That Schedule "A" "General Executive/Management Positions," Appendix "A" "Executive/Management Pay Plan," and Appendix "B" "Salary Pay Step List" of Ordinance No. 715-X-98-A, as amended, are hereby amended as follows:

CLASSIFICATION	RANGE	MINIMUM	MAXIMUM
Code Compliance Manager	E01 63-77	$116,021.83	$163,936.49
~~Assistant Director / Code Compliance Manager~~	~~E01 63-77~~	~~$116,021.83~~	~~$163,936.49~~

Section 2. Effective Date. This Resolution shall become effective the first full pay period following November 10, 2026.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

underscored text are additions
~~scored-through~~ text are deletions

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

underscored text are additions
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SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mo Pierre-Louis, Director of Information Technology
IT Department

ITEM #: 4.E. **C #:** 26253

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" under the terms of the Cobb County, Georgia Contract No. 23-6692-02 and State of Florida Alternate Contract Source (ACS) No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

BACKGROUND INFORMATION:
Each year, various City Departments need to purchase non-capital computer hardware, software, and related items to support the City's technical operations. There are four main vendors that provide the necessary selection of compatible technology product solutions and related services to meet the City's requirements: Carahsoft Technology Corp., CDW Government LLC, SHI International Corp., and Insight Public Sector, Inc. This agenda item addresses CDW Government LLC and Cooperative Agreements for the other vendors have previously been presented or will be presented under separate agenda items to City Commission.

After competitive procurement, OMNIA Partners, Public Sector through lead agency, Cobb County, Georgia awarded Contract No. 23-6692-02 for the purchase of Technology Product Solutions and Related Services to CDW Government LLC. The State of Florida executed Participating Addendum Agreement No. 43210000-23-OMNIA-ACS to utilize this contract with terms and conditions that are favorable to Florida agencies. the best overall supplier government pricing for a wide range of products, by combining the cooperative purchasing power of many governmental agencies Statewide. The Master Contract will be effective until April 30, 2028.

Since 2018, the City of Sunrise has made 210 purchases from CDW Government LLC. and their performance has been favorable, with work completed on schedule and within budget.

The City's total annual estimated spend through CDW Government LLC is $300,000.00.

City Commission approval is requested to enter into Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC for technology product solutions and related services, as needed.

Since these purchases will be made using an existing governmental cooperative 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.

FUNDING INFORMATION:
Various Departmental Budget Accounts

$300,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2026/2027
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:
ATY Resolution - C26253
Cooperative Agreement No. 26-31-07-HR
Sunbiz

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-31-07-HR BETWEEN THE CITY OF SUNRISE AND CDW GOVERNMENT LLC" UNDER THE TERMS OF COBB COUNTY, GEORGIA, CONTRACT NO. 23-6692-02 AND STATE OF FLORIDA ALTERNATE CONTRACT SOURCE (ACS) NO. 43210000-23-OMNIA-ACS FOR TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, Cobb County, Georgia, on behalf of OMNIA Partners, Public Sector, a cooperative purchasing program, awarded Contract No. 23-6692-02 to CDW Government LLC (CDW) for Technology Product Solutions and Related Services (Master Agreement), effective May 1, 2023 through April 30, 2028; and

WHEREAS, the State of Florida Department of Management Services, utilizing the Master Agreement, entered into Alternate Contract Source No. 43210000-23-OMNIA-ACS with CDW for Technology Products, Solutions and Related Services (ACS Contract), effective October 10, 2023 through April 30, 2028; and

WHEREAS, the City has previously utilized CDW for technology product solutions and related services and desires to purchase additional product solutions and services from CDW utilizing the Master Agreement and the ACS Contract.

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

Section 1. "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" (Agreement) under the terms of Cobb County, Georgia, Contract No. 23-6692-02 and State of Florida Alternate Contract Source No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services, is hereby approved in an amount not to exceed the FY 2026-2027 approved budgeted funds, with subsequent years' expenditures subject to budget approval. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to approve purchases under the Agreement not exceeding $50,000 for any single purchase. City Commission approval is required for any purchase exceeding $50,000.

Section 3. 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 4. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 5. 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 6. 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. 26-31-07-HR
BETWEEN THE CITY OF SUNRISE
AND CDW GOVERNMENT LLC

This Cooperative Agreement No. 26-31-07-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and CDW Government LLC an Illinois corporation, authorized to do business in the State of Florida (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, OMNIA Partners, Public Sector (OMNIA) through the Cobb County, Georgia (Awarding Entity) awarded Contractor Contract No. 23-6692-02 (Contract) for Technology Product Solutions and Related Services effective May 1, 2023 and OMNIA Participating Addendum was executed by the State of Florida under Agreement No. 43210000-23-OMNIA-ACS effective October 10, 2023. A copy of the Contract is attached hereto as Exhibit I. 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 April 30, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

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

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: Nelson Narciso
CDW Government LLC
625 W. Adams St.
Chicago, IL 60661
312-547-3387
nelsnar@cdwg.com

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. <u>Insurance Requirements</u>**. This provision shall supersede and replace Section 7 of the Contract and Section 6 of the Awarding Entity's procurement documents.

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

<u>Commercial General Liability</u>. 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.

<u>Additional Insured Endorsement</u>. 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 CG 20 37 07 04, or CG 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."

<u>Business Automobile Liability</u>. 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.

<u>Worker's Compensation Insurance & Employers Liability</u>. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

<u>Waiver of Subrogation</u>. 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.

<u>Certificate(s) of Insurance</u>. 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, FL 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Office
10770 West 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 7.5 of the Contract and Section 6.3 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to

participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

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

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

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

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

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. <u>Public Entity Crimes</u>.** 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. <u>Compliance with Laws</u>.** 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. <u>Governing Law</u>.** 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. <u>E-Verify Employment Eligibility</u>.** 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. §286.101. 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 thisAgreement, 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 "III" 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 "IV", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ **r. Emergency Response**
If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement 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, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit I, Exhibit II, Exhibit III and Exhibit IV 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 I, Exhibit II, Exhibit III, and Exhibit IV, 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

CDW GOVERNMENT LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

This Contract Amendment No. 1 ("Amendment") to Contract No. 43210000-23-OMNIA-ACS ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **CDW Government LLC** ("Contractor"), with its principal place of business located at 230 North Milwaukee Avenue, Vernon Hills, IL 60061; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on October 10, 2023, for the provision of Technology Products, Solutions and Related Services;

WHEREAS the Master Contract was renewed for a period of two (2) years, with a new Master Contract expiration date of April 30, 2028;

WHEREAS the Term Contract provides for two (2) years of renewals in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit A, Additional Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

a. All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

b. Term Contract **Exhibit A,** Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

c. Term Contract **Exhibit B,** Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein. All references in the Term Contract to Exhibit B, Special Contract Conditions are hereby amended to refer to Exhibit B, Enterprise Standard Terms and Conditions.

Docusign Envelope ID: 5B2FDA9E-8BEE-4307-9839-0065A1AE009B

CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

II. Contract Renewal. The Term Contract is renewed for a period of two (2) years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of April 30, 2028**.**

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Tom Berger 4810BB8123514E1...

Name: Tom Berger
Title: Interim Secretary
Date: 4/17/2026 | 4:11 PM EDT

Contractor:
CDW Government LLC

By: Signed by: Anup Sreedharan 11554A0EA2574F3...

Name: Anup Sreedharan
Title: Sr. Manager, Program Sales
Date: 4/15/2026 | 5:23 PM EDT

Docusign Envelope ID: 5B2FDA9E-8BEE-4307-9839-0065A1AE009B

Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider

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the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Alternate Contract Source (ACS)
No. 43210000-23-OMNIA-ACS
For
Technology Product Solutions and Related Services

This Alternate Contract Source No. 43210000-23-OMNIA-ACS (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and CDW Government LLC (Contractor), located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Cobb County, Georgia competitively procured Technology Product Solutions and Related Services and executed Contract No. 23-6692-02, Technology Product Solutions and Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The Master Contract became effective May 1, 2023, and its term currently ends on April 30, 2026. The Master Contract has two one-year renewals available. The Contract will become effective on October 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 30, 2026, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. **Scope.**

   This Contract includes the entire scope of the products and services available through the Master Contract, for which the Contractor is acting as a reseller for the software and services provided by the applicable software publishers.

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2.1. Terms of Use.

The use of software purchased under this Contract will be governed by the Publisher's standard end user license agreement, unless otherwise negotiated by the Customer.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase order issued pursuant to this Contract. Pricing reflected in Exhibit C: Price Sheet is inclusive of all fees.

5. Primary Contacts.

Department's Contract Manager:
Jamie Davis
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847

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Email: Jamie.Davis@dms.fl.gov

Contractor's Contract Manager:
Nelson Narciso
CDW Government LLC
625 W. Adams St.
Chicago, IL 60661
312-547-3387
nelsnar@cdwg.com

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

CDW GOVERNMENT LLC

DocuSigned by:
Dario Bertocchi
FA3C05913ED7462...

Dario Bertocchi VP Contracting operations

10/6/2023 | 5:58 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

10/10/2023 | 1:37 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

D. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site.

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Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

E. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the

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Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

F. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which may be attended remotely by the Contractor. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

H. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

Additional Special Contract Conditions (approved by State Purchasing, 7/25/2023)

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3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Additional Special Contract Conditions (approved by State Purchasing, 7/25/2023)

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Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract not resolved by mutual agreement of the Customer and Contractor shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department. Nothing contained herein will eliminate Contractor's ability to seek legal remedies following utilization of the dispute resolution process set forth herein.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Customer may require the Contractor to furnish, without additional cost to the Customer, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Customer shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgements, or damages, including consequential, special, indirect, and punitive damages, including court costs and related attorney's fees, directly caused by the gross negligence or willful misconduct of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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7.6 Limitation of Liability.
Contractor's first party liability arising from or related to the Contract is limited to the 2 (two) times the purchase price of the specific purchase giving rise to the claim.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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8.4.2 Patentable Inventions or Discoveries.
If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract specifically for the Customer, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract specifically for the Customer.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency pertaining to the delivery of services that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.3.2 Liquidated Damages.
The Customer and the Contractor may negotiate terms of liquidated damages at the point of purchase in an applicable Statement of Work related to how the Contractor's delayed performance in the delivery of services will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the negotiated liquidated damages provisions will apply to services when negotiated in an applicable Statement of Work. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor’s reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that created or will create the delay was discovered by the Contractor. The foregoing will constitute the Contractor’s sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for 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.

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Cobb County

Contract # 23-6692-02

for

Technology Product Solutions and Related Services

with

CDW Government

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and CDW Government effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Authorized Signature

VP Contracting OPS
Title

04/18/2023
Date

FEDERAL TAX ID NUMBER
36-4230110

Approved as to form

County Attorney's Office

April 25, 2023
Date

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Cover Letter [RFP 5.1]

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

See following page for our signed cover letter.

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10/13/2022, at 12 pm EST

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

Cobb County Purchasing
122 Waddell Street NE
Marietta, Georgia, 30060

RE: CDW Government LLC's Response to Cobb County Purchasing's Technology Product Solutions and Related Services

Dear Evaluation Committee,

CDW Government (CDW•G) understands the objective of this RFP is for Cobb County and OMNIA Partners to enter a contract with a provider that can provide an extensive catalog of Technology Product Solutions and Related Services.

CDW•G was founded in 1998 and CDW was founded in 1984. Proposed here is CDW•G's complete catalog of IT products and services partners. These offerings feature three key differentiators that showcase why we are the best choice for Cobb County and OMNIA Partners:

- **CDW•G has extensive experience with multiple OMNIA Partners members**. We have multiple ongoing OMNIA contracts including Total Cloud Solutions - Region 4 ESC and OMNIA Information Technology Solutions, Products, and Services - City of Mesa, Arizona. CDW•G is uniquely positioned to successfully meet the needs of Cobb County and OMNIA Partners.
- **We are a national organization with a local focus.** CDW•G's national network of account managers has nurtured long-standing local relationships with Cobb County and OMNIA Partners Participating Entities across the county. This locally-focused customer strategy lines up with OMNIA's dedication to creating sustainable infrastructure at a local level to assist agencies with solving their mission critical challenges most effectively.
- **IT solutions are dynamic, as is CDW•G**. Our skilled consulting resources successfully architect and implement quality IT solutions that fit the needs of our customers. Throughout this proposal, customer success stories are highlighted to demonstrate CDW•G's proven proficiency in tailor-made IT solutions.

Additionally, our expertise is evidenced by our relationship with Cobb County and OMNIA Partners, and through our partnerships with leading industry manufacturers.

Should you have any questions regarding our response, please contact Eric Moore, Proposal Specialist, State and Local Government, at (765) 749-9981 or via email at eric.moore@cdwg.com. Joshua Greene, Senior Manager, Contract Negotiation will be the primary point of contract during negotiation. He has authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of CDW•G. He can be reached at 317-569-4211 or at joshgree@cdw.com. CDW•G looks forward to continued collaboration with both Cobb County and OMNIA Partners on the Technology Product Solutions and Related Services contract.

Sincerely,
David C Hutchins

David Hutchins, VP Strategic Programs
CDW Government LLC

Executive Summary [RFP 5.2]

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Aligned with OMNIA Partners, Cobb County seeks to establish an IT sourcing vehicle to facilitate the full range of solutions required to meet the varied needs of eligible Public Sector entities. At CDW•G, we realize the quick-paced, ever-evolving nature of technology creates complexity for State, Local, and Education entities, as well as the contract structure required to support these solutions.

Our Public Sector and technology expertise, history of success with OMNIA partners, and commitment to our customers combine to create a dynamic and relevant offering. We are uniquely positioned to deliver a comprehensive contracting solution - one that simplifies buying and removes the complexity of developing and implementing IT solutions.

An Established Partnership: OMNIA Partners & CDW•G

For well over a decade, we've had the privilege of collaborating with OMNIA Partners to better aid our mutual public sector customers. Throughout this time, we've served over 8,000 customers across all 50 States within State, Local, and Education segments – demonstrating consistent increases in utilization and user expansion year after year. In fact, CDW•G is one of the largest technology solutions providers within the OMNIA Partners Contract Portfolio. With this established foundation, we can equip Cobb County to achieve accelerated awareness and adoption for any resulting agreement.

Public Sector Expertise with National Reach

We realize a true solutions provider must go beyond fulfilment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Sales Organization. Our account management teams specialize by geographic region and customer vertical (K-12, Hi Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement. This coverage model enables immediate customer reach and awareness for any resulting agreements, fostering a seamless contract launch and adoption.

Solution Specialists. Technology no longer simply supports operations. Rather, it offers paths to innovation and efficiency. However, to leverage this potential, members require experienced advisors and subject matter experts. In essence, members need a vendor who can help them navigate their options and select the solution that can bring their mission to life. With our customers' missions in mind, we've strategically invested to integrate these vertical-specific solutions specialists into our organization.

Education. CDW•G is now among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. We employ Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment, as well as a team of K–12 Education Strategists comprising former educators, principals, teachers of the year, chief technology officers and instructional technologists.

Public Safety. Over 16 years ago, CDW•G created a practice dedicated to solutions, services, and capabilities for public safety and first responder agencies and constituents, with far-

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reaching implications for personnel and the public alike. CDW•G's Public Safety Practice knowledge is anchored in hundreds of engagements across the US and has helped create unsurpassed technology know-how across the board, encompassing problem-solving skills, relationships with the industry's strongest partners and experience in best-practice solutions.

Driving Local Impact: Commitment to the Community

For more than 30 years, our company and its coworkers have contributed millions of dollars and thousands of volunteer hours to improve the communities where we live and work. We recognize the critical role that corporations can play in all aspects of the local community they serve. While many corporations and companies claim community involvement to be an objective (usually one to gain recognition), social responsibility is embedded into our culture and integral to our day-to-day activities.

Diversity, Equity, & Inclusion. At CDW•G, we embed diversity and inclusion into the fiber of everything that we do. We ensure that all stakeholders have the resources required to perform at their highest level. To us, our efforts toward equity extend well beyond our employees and our organization; it is a social must.

> ***Business Diversity Partners.*** CDW•G, not being a diverse prime, has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model with OMNIA Partners. This offers Partners access to all of the resources that we can offer while striving toward an equitable and inclusive society.

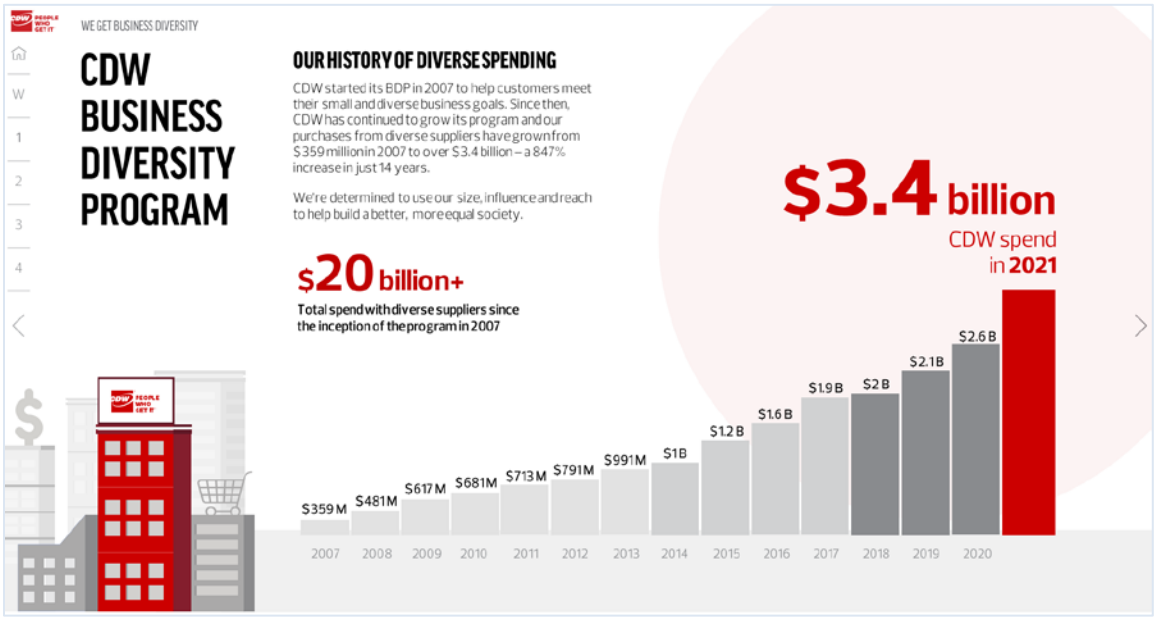


Figure 1: CDW•G Business Diversity Program

Sustainability. CDW•G has respect for the environment and there are many ways in which we act upon this value. These include seeking and receiving ISO 9001, 14001 and 28000 certifications for our distribution centers, which assures that operational aspects adhere to stringent quality standards and using the highest proportion of recycled materials allowed in our shipping containers. In our offices, we recycle paper and bottles, compost food waste and collect rainwater. Finally, our company and customers participate in the ReLeaf Program, which

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tracks paper usage and then enables tree planting. As a shared value, Cobb County and OMNIA Partners members can be confident in our commitment to sustainability.

Conclusion

We are excited at the prospect of our proposal to provide Cobb County and OMNIA Partners a comprehensive procurement solution. Through CDW•G's relentless focus, we can shepherd members through their IT journey while providing an unparalleled and authentic commitment to achieving their IT objectives now and into the future.

Summary of Contents of Proposal

Within this proposal, we have included all the required forms and responded to all questions. We have provided an Executive Summary here giving a high level overview of why CDW•G is well positioned for this response. Additionally, we have provided examples of our robust catalog in the following 13 categories:

- Virtualization
- Physical Security
- Communication
- Cloud
- Infrastructure
- Data Management
- Visual Communications
- UCC (Unified Communications and Collaboration)
- Broadcast Studio
- Law Enforcement
- Mobility
- Asset Management
- Data Protection
- Energy and Water Conservation
- Financial Services
- Success Story: IT as a Service
- Other Services and Solutions

We have thoroughly outlined our experience as well as our service capability on a national contract such as this. Included within our pricing section are the various catalog pricing and vast amount of services our company can offer Cobb County and OMNIA Partners. We have shown our financial capability and strength through our Financial Liquidity Ratios as well as explanation of our financially stability. We have provided a thorough response to the National Contract Attachment A section, including our Supplier Response to Company, Distribution and Logistics, and Marketing and Sales Section. We have included a Sample SoW that would be custome built for any service engagements under this contract as well as all Affirmative Action Evidence and signed Addendums. We respectively have included our Proposed Exceptions to this contract we wish to negotiate with Cobb County and OMNIA Partners.

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Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

Below is an organization chart for Cobb County's dedicated team.

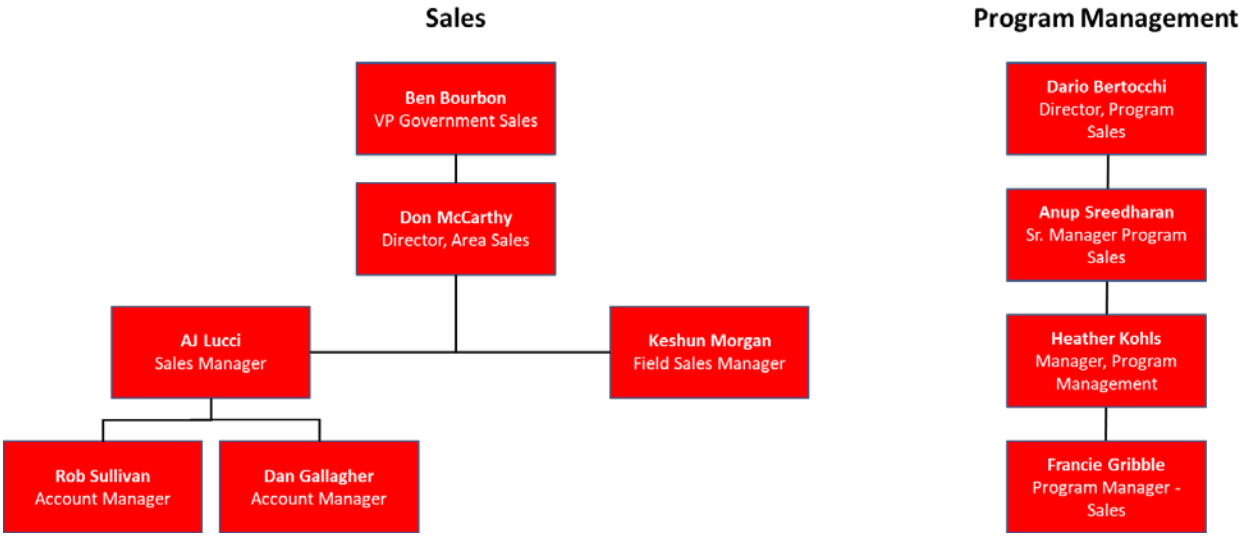


Figure 2: CDW•G Cobb County/OMNIA Organization Chart

Sales

Ben Bourbon



Ben Bourbon is vice president of Federal sales for CDW Government (CDW-G), a wholly owned subsidiary of CDW and a leading provider of technology solutions to government, education and healthcare. Bourbon is responsible for the short- and long-term performance goals, strategic direction, business initiatives and talent development of the team serving Federal customers.

For the past 20 years, Bourbon has played an increasingly prominent and valuable role at CDW. He joined the company as an account manager in 1998 and quickly moved through the ranks. Since 2002, Bourbon has held several sales and field management positions within CDW-G and was promoted to director of Department of Defense sales in 2005, to vice president in 2012 and to his current position in 2017.

Bourbon earned a bachelor's degree in marketing from North Park University in Chicago and a master's degree in business administration from the University of Wisconsin-Madison.

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Don McCarthy



Don McCarthy is a business professional with extensive sales and marketing leadership experience in the B2B technology industry. Proven success in balancing operational efficiencies and business growth He has more than 20 years' progressive and stable experience with world-class, organization. Take pride in the ability to effectively combine corporate objectives and values with personal and professional goals and work ethics. Build and foster strategic business relationships with internal and external clients, maintaining customer satisfaction at all levels. Effective builder and manager of high performing teams.

Specialties include sales pipeline management, sales planning, territory management, lead generation, customer acquisition, sales enablement, marketing strategy & planning, project management, partner management, P&L management, campaign management and data analysis, increasing ROI, email analysis.

AJ Lucci



AJ Lucci is the State & Local Regional Manager for CDW Government for customers the Florida, Georgia, Tennessee & Alabama. Lucci is responsible for the region's Partner relationships, strategic direction, team development and overall performance. For more that 20 years Lucci has contributed in various roles in the Federal and State & Local as an Account Manager, Advanced Technology Account Executive, and his current Management role.

Lucci earned a Master of Business Administration (MBA) from Marquette University and a Bachelor of Science degree in Accounting, Business Administration from Carthage College.

Rob Sullivan



Robert Sullivan is the State and Local Executive Account Manager for CDW Government in the State of Georgia. For the last 12 years, Sullivan has been supporting State, County and City Agency's in Georgia. Sullivan is your dedicated account manager who is a single point of contact for all IT. During this time, he has effectively met the needs of his customers. From unified communications and data center optimization, to notebooks, software, services and more. Prior to coming CDW, Sullivan worked for the Village of New Lenox for 6 year as a Supervisor. Sullivan can relate to government budget and procurement policies from his time as government employee

Sullivan attended the University of Illinois Urbana-Champaign.

Dan Gallagher



Dan Gallagher is the Advanced Technology Account Executive for CDW Government covering state and local customers in the State of Georgia. Gallagher has worked with Georgia Government in various roles at CDW-G for over 18 years. In the ATAE role, Gallagher is responsible for bringing CDW-G's cybersecurity, cloud transformation, datacenter, and professional services practices to the government agencies throughout the state of Georgia. Gallagher works closely with technical, administrative, and contracting agencies in the State to facilitate strategic, transformational discussions in the interest of helping IT departments stay up to date on trends in the industry.

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Gallagher earned a Bachelor of Scient in Marketing from Northern Illinois University.

Keshun Morgan



Keshun Morgan is the State & Local Field Sales Manager for CDW Government for customers across the Southeast from Texas to Florida. With CDW•G for nearly 20 years, Morgan has held a variety of roles for DoD Network Solutions Architect, to his current role. Morgan has a unique aptitude for understanding the immediate needs of a customer and determining which solution set would be suit their current needs and long term goals. Morgan works closely with the rest of the account team, and Advanced Technology Account Executives to provide our customers a wealth of knowledge regarding the breadth of CDW•G's service portfolio. Morgan is based in Atlanta, GA.

Morgan earned a degree in Health Planning and Administration from the University of Illinois at Urbana-Champaign.

Program Management

Anup Sreedharan



Anup Sreedharan is an experienced leader with US Public & Commercial Sector-Federal, State & Local, K-12, Hi-Ed, E-rate & Commercial segments. He is skilled in Program & Contract management, Strategy, Regulatory Compliance, Negotiations, Proposals, Capture & Pricing.

Sreedharan is a Certified Contract Management Expert (CCME), CF APMP, Six Sigma Green Belt, Change Management certified, Professional in Human Resources (PHR) and is responsible for management, innovation and success of 37 coworkers, managing 1000+ contracts across Public Sector with billions ($) annual revenue under management. He is responsible for contract management & growth, M&A, dispute resolution, audits, relationship management, monitor regulatory impacts, performance management, pricing, commercial strategy, onboard new offerings into contract work stream, competency development, and all things contracts.

Sreedharan earned a Master of Business Administration (MBA) from the University of New Mexico and a Bachelor of Engineering, BE Computer Engineering from the University of Mumbai.

Heather Kohls



Heather Kohls is a senior executive with expertise in Public Sector Contracting, Civilian Agency Programs, Process Improvement and Sales Operations. She has proven success with program management including cradle to grave oversight on contracts, team program managers, and customer success support personnel. She currently manages the State and Local Program Management Team for CDW Government consisting of a staff of over a dozen CoWorkers.

Kohls earned her degrees in Business Marketing and Communications from North Central College, is a Certified CSM via the Scrum Alliance, and holds her AWS Cloud Practitioner Certification.

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Francie Gribble



Francie Gribble is a Program Manager for CDW Government's State and Local Government contracts. Francie has over 20 years of government and commercial contract management experience. Francie's extensive formal training began at the Yongsan Army Installation in Seoul, South Korea for the 411th Contracting Support Brigade and continued under the Army's Internship Program at Fort Eustis, Virginia where she completed the program as a Contract Specialist with the equivalent of over 80 credit hours in Department of Defense acquisition management and leadership courses. She managed cradle-to-grave contract processes for IT hardware and software, construction, services, and supply acquisitions. Francie served as Contract Administrator for Oak Ridge Associated Universities in Oak Ridge, Tennessee, and later as Contracts Manager for RELYANT Global, LLC, where she negotiated and managed all contracts and subcontracts within the continental US.

Gribble earned a Master of Business Administration (MBA) degree from Murray State University. She also has a Master's Certificate in Contract Management from George Washington University. She is a Certified Professional Contract Manager.

Segmentation of Teams

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities and escalation paths – all sharing a common goal of exceptional customer service and satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments and municipalities; public and private school districts / K-12; and institutions of higher education. We have account teams across SLED entities in the US. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre- and post-sales consultation, and issue resolution over the life of the contract.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to:

- Form meaningful long-term relationships with customers;
- Intimately understand their requirements, budgets and user community; and,
- Proactively provide an exceptional customer experience.

State and Local Government CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service. For example, the State of Georgia team is comprised of **7 inside Account Managers, 1 Advanced Technology Account Executive, and 2 Sales Managers.**

K-12 (Public and Private School Districts) CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 schools. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers and instructional technologists focused on addressing the unique needs and requirements and partnership with the world's leading IT innovators. Our K-12 team includes

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regional managers, field account executives, solution architects, education strategists and dedicated account managers.

Higher Education CDW•G has approximately 225 coworkers across the U.S. dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses that we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, which allow us to understand challenges and map those to success. This combined experience allows us to provide colleges and universities across Georgia with custom higher education solutions along with managed services and full lifecycle support.

One clear advantage of the CDW•G approach is the opportunity for each account manager to be an expert within their sector, enabling them respond to the very specific needs of their customers which is especially impactful in these uncertain times.

- State and local account managers follow developing legislation and understand local procurement requirements and their ultimate impact on the ability to deliver robust solutions.
- Account managers in education understand the unique impact of the Family Educational Rights and Privacy Act (FERPA) and other privacy laws on technology solutions and services.
- Our healthcare account managers understand and incorporate the guidance of the Health Insurance Portability and Accountability Act (HIPAA) working with customers to define and implement robust IT solutions.

With **roughly 1,500 CDW•G coworkers,** supported by more than 7,500 coworkers throughout CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other vendors.

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Company Background/Profile [RFP 5.3]

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Legal Name: CDW Government LLC
Address: 230 N. Milwaukee Ave, Vernon Hills IL 60061
Phone: 847-371-5800
Fax: 847-465-6800
Email: eric.moore@cdwg.com
Federal ID#: 36-4230110
Website Address: www.CDWG.com/PeopleWhoGetIT

b. Date business was established under current name.

1998 CDW•G | 1984 CDW LLC.

c. Size of company including the total number of employees.

CDW had nearly $21B in annual net sales with a Fortune rank of 166. With 14,600 coworkers across the organization, we have offices throughout the United States, Canada, and the UK ensuring our reach is global. We can serve customers in nearly ever corner of the globe. We have 28 U.S Sales offices.

d. Type of ownership or legal structure of business

Limited Liability Company; CDW•G is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation, a S Corp.

e. Has the company ever failed to complete work for which a contract was issued?

If yes, explain the circumstances.

CDW•G has not failed to complete work for which a contract was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

To the best of our knowledge, there are no civil or criminal actions pending against CDW•G or any key personnel listed in this offer. There are no known unresolved disputes or allegations.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

CDW•G has not been disqualified from working for any public entity.

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h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

There may be instances where additional agreements would need to be signed by a Participating Public Agency.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

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CDW•G Offering

CDW•G understands that Cobb County and Omnia Partners are interested in a number of services as detailed in the following sections CDW•G has extensive experience with designing and implementing the services outlined in your requirements. We understand that these services are critical to Cobb County in order to address your Technology Product Solutions and Related Services requirements.

In the following sections, you will find examples of what CDW•G can offer to Cobb County. As we maintain both a broad and deep portfolio of solutions and services, these examples show only a sample of what we can provide. We would be pleased to discuss with Cobb County the full range of services available for categories listed below.

Virtualization

Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

Virtualization and CDW•G

Virtualization solutions can deliver tremendous cost savings to Cobb County and OMNIA Partners. By virtualizing their server workload, your customers can significantly reduce capital expenditures for hardware, minimize their hardware footprint and save on energy expenses. Plus, virtualization will lower the time and money they put into the ongoing maintenance of their server infrastructure.

Some customers may be concerned about system performance in a virtualized environment. However, a CDW-designed solution takes into account processing, memory, storage and networking to ensure your clients' virtualized systems work as well as — or even better than — physical ones.

Benefits of virtualization include:

- Reduced capital and operating costs
- Centralized management
- Quickened disaster recovery
- Minimized downtime
- Increased hardware utilization and efficiency

CDW's dedicated virtualization team performs over 600 assessments a year. Our team is highly trained in Cisco, EMC, Microsoft and VMware solutions and can help customers design a solution that meets their specific objectives. We work with customers to assess their unique needs and then help them plan, design, implement and even manage a custom solution. We can also manage virtualization licensing to help your client remain compliant.

Our offerings include:

- Server virtualization software:
  - CDW works with the best server virtualization software vendors in the industry, and can vet options to meet your customer's specific goals.
- Storage virtualization software:
  - By extending virtualization to storage resources, your customer can transform their data center from deeply siloed operations to highly automated resources.

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- Network virtualization software:
  - This software allows your customer to manage their infrastructure.
- Assessments:
  - CDW can analyze your customer's unique environment and make recommendations for a virtualization solution that meets their specific goals.
- Professional and support services:
  - We help assess, implement and manage virtualization solutions to ensure your customers get the most return on their infrastructure investment.

Physical Security

Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

We Get Video Surveillance and Physical Security

Physical security solutions protect people, property and premises. Today's modern video surveillance systems enable your organization to do more than deter or catch the bad guy. Video surveillance can now help you keep an eye on operational processes and generate data insights about your business.

Video surveillance is the foundation of modern physical security systems. Integrated with access control, environmental sensors and analytics, you can better defend against threats to people and property and respond more quickly to incidents that do occur.

Enhanced video surveillance (EVS) and other physical security systems can deliver valuable capabilities beyond just security. CDW can help you find the security solution that mitigates risk and aids business objectives.

CDW•G can provide the following:

Video Surveillance

Upgrade your video surveillance system to a modern solution enhanced with analytics that detect incidents in real-time and generate searchable metadata from recorded video.

Access Control

Modernize your building security with IP-enabled door controllers, readers and credentials – all integrated with your video surveillance for complete situational awareness.

Environmental Security

Deploy IP-based sensors that extend physical security monitoring to detect chemicals, atmospheric conditions, audio, vibrations, thermal signatures and more.

Amplified Services

Deploy new cameras and sensors, configure video management systems, and integrate it all with access control, data analytics, mass notification and other systems.

Communications

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Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

In 1998, CDW•G realized the potential of unified communications through Voice over IP (VoIP) services and IP telephony solutions. We understood that the convergence of voice, video, and data on a single multi-service network meant reduced communications costs and higher productivity. Today we run our business offices and *Enterprise Command Center* (ECC) on Cisco's integrated Unified Communications architecture. We draw upon this first-hand, mission-critical operational experience when designing and installing our customers' converged network solutions. CDW•G has designed and installed over **one million VoIP and Cisco VoIP core network solutions** for our customers across our segments, many of which with at least 1,000 phones and end-users.

CDW•G has developed expertise in every aspect of Cisco's Collaboration business, including planning, network design, implementation, network management, and post-sales support. Our commitment to Collaboration solutions has enabled us to become the first Cisco partner worldwide to earn a Master Specialization in this field. CDW•G earned the Cisco Master Collaboration Partner Specialization in December 2008. We are also the first in Cisco's U.S. Central Area to obtain an Advanced Specialization in this technology as well. Cisco's Master Specializations are reserved for those partners with the highest levels of technical expertise and a proven track record of selling, deploying, and supporting Cisco solutions. We have completed over **5,000 Cisco Collaboration projects** to date involving **250,000+ phones**.

Supported by certified pre-sales specialists and services delivery teams, the Cobb County and OMNIA Partner's dedicated CDW•G account team will guide Cobb County and OMNIA Partners through the complex process of evaluating, selecting, and deploying a Unified Communications (UC) solution. Our Master Collaboration Partner Specialization uniquely qualifies us to deliver Cisco Collaboration assessment, planning, design, implementation, and managed services in each of the following UC solution areas:



- Telephony & VoIP
- Conferencing & Collaboration
- Messaging & Presence
- Contact Center

CDW•G has deep expertise in providing high-quality Cisco Unified Contact Center (UCC) solutions. We are a Cisco Advanced Technology Partner for UCC Enterprise and **one of the few Cisco Partners that can sell and service the entire Cisco Contact Center portfolio**. Products span the spectrum from pure IP solutions such as the Unified Contact Center Express to IP and TDM integrations with the Intelligent Contact Manager (ICM), which provide the advantages of a virtual agent pool while leveraging existing investments. Most importantly, our Contact Center analysts know the business of contact centers as well as the technology.

Cobb County and OMNIA Partners can benefit from our team of highly trained engineers who specialize in implementing Cisco Contact Center solutions. About half focus on Unified Contact Center Enterprise (UCCE), and the remainder focus on Unified Contact Center Express (UCCX). Our team has a great deal of experience implementing screen pops, developing self-service applications, implementing outbound dialing campaigns, implementing Quality

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Management and Workforce Management solutions, and developing custom reports. **CDW•G has implemented over 500 Cisco contact centers with over 10,000 agents.**

Cloud

Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

As the move to cloud computing continues to accelerate, so does the need for cloud expertise. Identifying the best options, maximizing potential cost savings, migrating workloads, modernizing applications, and managing it all securely and effectively can challenge every organization and even the most seasoned IT professionals. At CDW, we offer the expertise and experience you need to design, orchestrate and manage a hybrid environment that's ideally suited to your unique needs — one that's productive, agile and secure, with governance in place to provide oversight to ensure you don't overspend.

The CDW•G Approach

Optimizing and expanding your cloud portfolio, including taking advantage of the benefits of multicloud, requires a partner with technology acumen and access. At CDW, we have the scale, experience, and integration with a variety of cloud partners to offer solutions and services that work best, both in the cloud and on-premises. And, as a full-stack partner, we listen, advise, design, implement and manage holistic, hybrid solutions that propel your organization forward. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help you accelerate innovation.

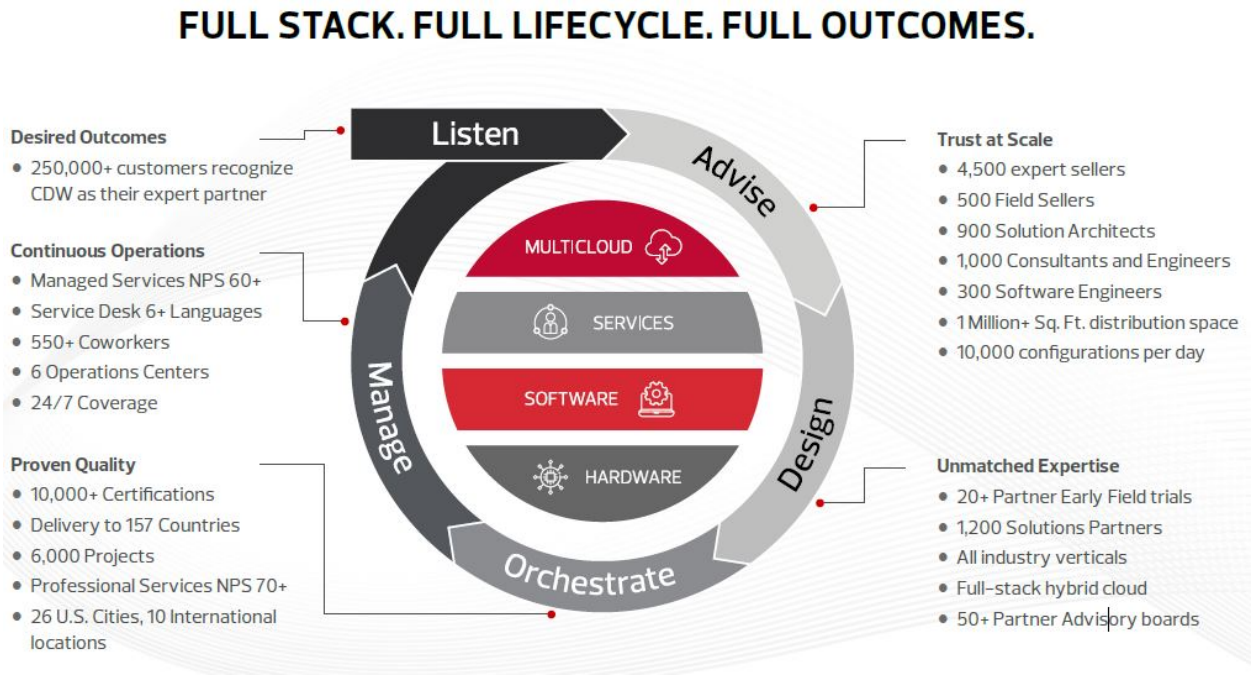


Figure 3: CDW•G Full Stack Depiction

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Whether you're looking to build a secure hybrid environment, migrate more workloads to the cloud or optimize your costs, we can help you achieve your cloud computing goals. CDW works with more than 250,000 organizations of all sizes in all verticals, providing comprehensive advice, customized planning and scalable solutions.

Our large U.S. operational footprint has offices located in every region and two strategically located state-of-the-art distribution centers, providing the fastest possible deliveries to our 250,000+ customers. No matter where you are, you can count on our experienced cloud specialists to deliver personalized support every step of the way.

With 30 years of experience working with more than 250,000 customers, CDW provides you with an advanced level of IT partnership. We carefully listen to your needs and then help you achieve your desired outcomes. We also take a thoughtful approach to assisting you wherever you may be in your technology journey.

Infrastructure

Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

Amplify the agility, scalability and performance of infrastructure

Today's users require access to more and more data at faster and faster speeds. Applications must scale rapidly. To meet current business needs — and prepare for changes well before they happen — a strategic approach to planning and execution is a must-have. To answer current demands of complexity, speed and scale — to stay prepared for future developments — on-premises products, solutions and services are essential to delivering the full-on cloud experience. Organizations are turning to hybrid multicloud infrastructures to leverage the power of on-premises workloads, cloud-native builds and the vast possibilities of cloud vendor offerings.

It's an approach that comes with its own set of challenges, however. The adoption of rapidly evolving technologies requires companies to think long term even as they address their short-term needs. Solutions can prove costly, confusing and complex. Yet a partner's ability to apply comprehensive, long-view knowledge and experience can actually amplify the impact of the customer's investment. This is where CDW Amplified™ Infrastructure Services become indispensable.

How We Approach Amplified Infrastructure Services At CDW•G

Whether your customer's environment is on-premises, a hybrid configuration or in the process of migrating to the cloud, CDW Amplified Infrastructure Services employ our smart, flexible portfolio to build a fully automated and managed infrastructure across the entire network.

Tapping the experience of more than 300 certified engineers, we apply comprehensive knowledge and a long-term view of the organization's needs and goals to design, orchestrate and manage the customer's infrastructure — a strategy-based ecosystem that scales, future proofs and amplifies the effectiveness of the data center architecture.

Success Story: Fostering an Innovative Transition from On-Prem to the Cloud

This customer was looking for a company that would be able to come in and migrate their locally hosted servers to the cloud. Our team worked with them to create a plan that was cost-effective but focused on moving their company forward in its IT goals. Working with CDW•G, the customer ended up moving forward with Microsoft Azure to migrate their servers to the cloud. Utilizing our Microsoft team, we were able to outline for the customer what the process would like and ultimately build out the reservations for the customer. The

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customer had a grant fund check that needed to be invoiced before a specific date or lose the money altogether, which turned out to be another challenge.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Engagement

We were able to work with the customer and our Microsoft partners to migrate the servers to the cloud as well as work internally with our accounting department to make sure there were no issues in getting the grant check invoiced.

Solution

We were able to provide the customer with a Microsoft Azure Cloud Solution.

Outcome

They were able to migrate their data center to the cloud, mitigating the challenges of managing locally hosted servers, while utilizing in-house services to facilitate the migration.

CDW•G believes that application modernization transforms decision and IT strategy choices for the present enterprise. Strategies often are customized by application requirements of maturity readiness of development. By evaluating legacy applications, new development platforms, and infrastructure, we choose the best application modernization strategy to support new functionality and business value.

CDW•G offers the following application modernization strategies:

- Replatforming
- Rehosting
- Recoding
- Rearchitecting
- Reengineering
- Interoperability
- Replacement
- Retirement

Depending on critical mission applications, our modernization engagement may start with a re-hosting strategy as a first phase and progress to the second phase of rearchitecting and re-engineering process. Most of our evaluations revolve around monolithic design, applications often hosted on-premises and following the waterfall model of Software Delivery Life Cycle (SDLC). Our expertise is in re-architecting customers' legacy applications into microservices and deployment to public clouds and private clouds. Microservices architecture follows DevOps methodology and automated Continuous Integration/Continuous Delivery pipeline releases approach.

CDW•G's new application development focus is on the cloud model. It includes microservices as well as cloud-native and event-driven architectures. We understand the following explanation regarding developing and deploying new applications is quite technical. However, we believe it's important to include within our proposal to show Cobb County and OMNIA Partners our deep cloud expertise and knowledge. This knowledge will be passed along to OMNIA Partners to ensure the cloud solutions deployed are efficient, and more importantly, work for their organization's business goals.

Most of our first redesigns focus on migrating legacy monolithic applications to microservices. After evaluating customer legacy applications, the new cloud application development model for rearchitecting monolithic applications is recommended. Cloud-native architecture and event-

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driven serverless architecture are recommended for reengineering legacy applications and new application cloud development.

The core pattern at play is as follows:

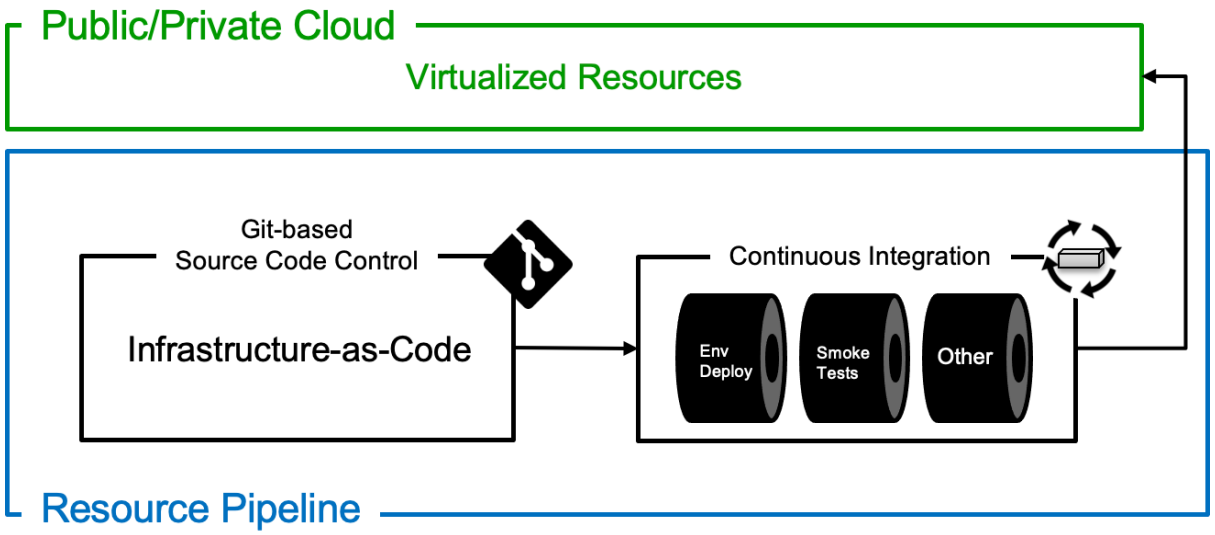


Figure 4. Private Cloud & Public Cloud Process

Modern IT operations organizations limit access to public and private consoles to eliminate the variability and human error that come with them. Instead, CDW•G advocates using tools like Hashicorp's Terraform or Red Hat's Ansible and code version control system (VCS) for continuous integration and continuous deployment (CI/CD) for Infrastructure-as-Code (IaC) and microservices. Namely, IaC and microservices image releases do not get run on individual local laptops but instead get checked into a Git-based source code repository such as GitHub, GitLab, or Bit Bucket. An automated (CI/CD) pipeline manages the IaC, and microservices code and microservices image build changes.

The combination of tools enables an IT organization to provide an accounting of IaC/ microservices changes in the source code control system by environment PROD and no-PRD. Code executions in the continuous integration environment, and the whole system works the same way regardless of the cloud target. The only difference between launching a new environment and application is cloud provided; AWS vs Azure vs GCP. The pipeline architecture is the same in either case. This approach allows for the Blue/ Green deployment of modernized applications with underlining infrastructure.

Traditional Automation

Traditional automation techniques required an individual to acquire two sets of expertise in addition to being an expert on a particular virtualization platform. An individual has to learn a programming language like Python, PowerShell, or Bash. They then have to learn the API for each platform they are already functional experts.

While this still allows for integrating products with AWS, Azure, and GCP, only when combining these three expertise categories could this approach to automation begin to show a return on investment.

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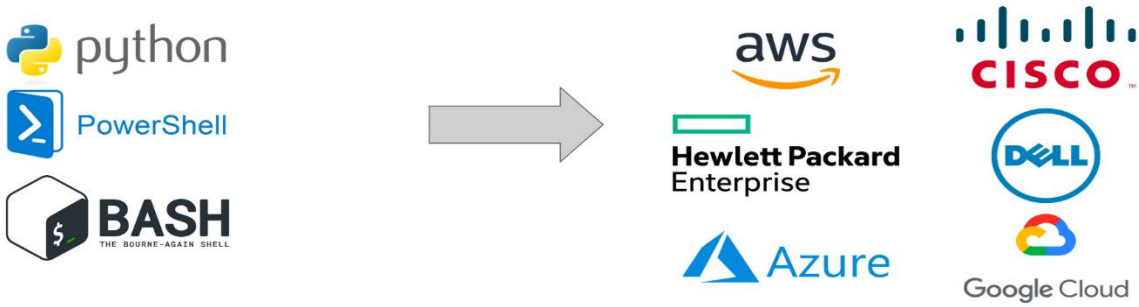


Figure 5: Traditional Automation

Innovation through Methods like Infrastructure as Code

Infrastructure as code (IaC) is the process of managing and provisioning computer data centers through machine-readable definition files, rather than physical hardware configuration or interactive configuration tools. IaC takes a different approach that significantly lowers the learning curve of cloud adoption and IaC is different in two key ways.

1. Instead of asking an individual to provide a prescriptive list of steps to create some virtualized resource, IaC uses a declarative model that simply asks an individual to describe what the end state should be. The specific of how that end state is achieved is a black box to the individual describing the end state. This black box is made possible by a community of experts that build abstractions called providers (Terraform) or modules (Ansible) that translate the details of a raw virtualization platform API.
2. Where IaC becomes more exciting is when a declaration is parametrized to create an organization-specific abstraction that can be reused over and over again. For example, network configurations are hardcoded and firewall rules are absent for the virtual machine that will get launched but imagine parametrizing both of those details and inviting a security team to participate in the creation of the reusable abstraction so that different policies are baked into the IaC.

With IaC, engineers can utilize something declarative like Ansible or Terraform which relies on a communication library of providers/modules for providing the API expertise.

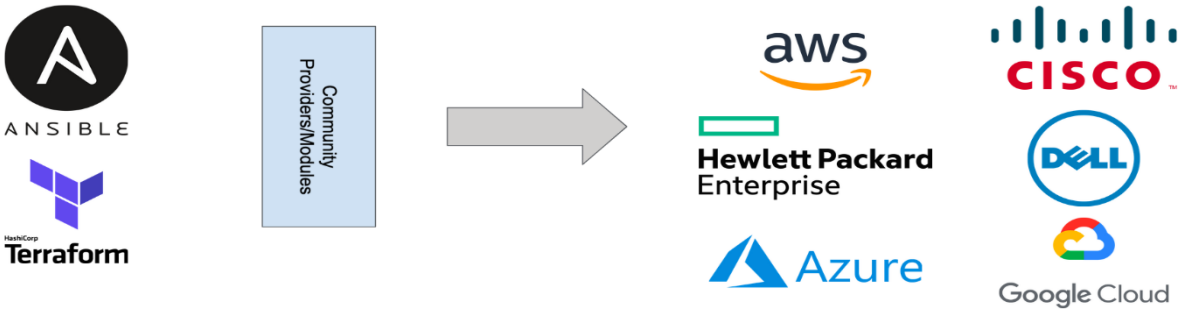


Figure 6: Infrastructure as Code

This is where the use of the source code control can enhance the base benefits of IaC. Experts on the virtualization platforms and security teams can jointly create these parametrized abstractions and check them into source code control. Non-experts can then check in files that set the parameters and reuse the organization-specific abstractions. Triggers can be set that when parametrized files get checked into source code control, it causes their execution in the continuous integration environment and subsequent creation of the virtualized resources in a cloud of choice.

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Organizations might choose to put checkpoints at the source code control step, not allowing individuals to check-in parameter files without a manual review by an expert. Or organizations might choose to put checkpoints at the continuous integration step, not allowing the newly checked-in parameter file to be executed without a manual review. That level of automation or manual inspection is up to the comfort level of a particular organization and might even be different for different individuals within that organization. The target of the resource, whether public or private cloud, almost doesn't matter. All that changes in this approach between clouds are the IaC that gets written. What is consistent across deployments regardless of their targets is the accounting that happens at multiple steps and the reuse of expertise, including security, in the organization-specific abstractions.

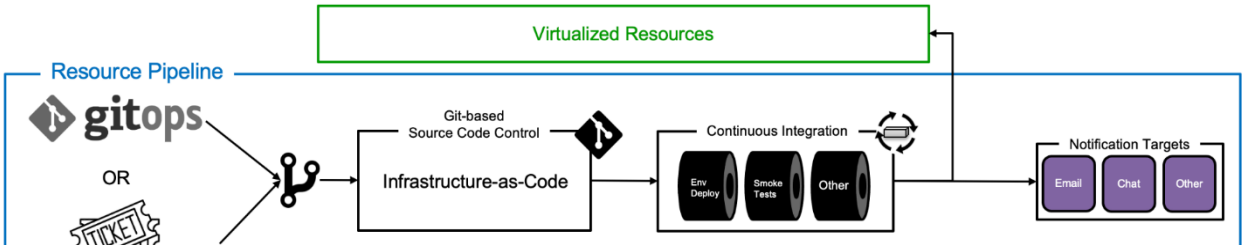


Figure 7: Virtualized Resource Pipeline

Some users may want to establish an environment built through the virtualization of resources without having to dig through the complexity of learning dense coding. In this scenario, we can establish a path to learning the details of source code control so that they can check in their parameter files.

Cobb County and OMNIA Partners should have the ability to choose how to consume their information where and when is best for them – and that they should be able to present it to whomever in their organization needs it in that same capacity. CDW•G's methodology includes an assessment, understanding, conceptualizing, and implementation approach that will help Cobb County and OMNIA Partners feel comfortable moving into the Cloud.

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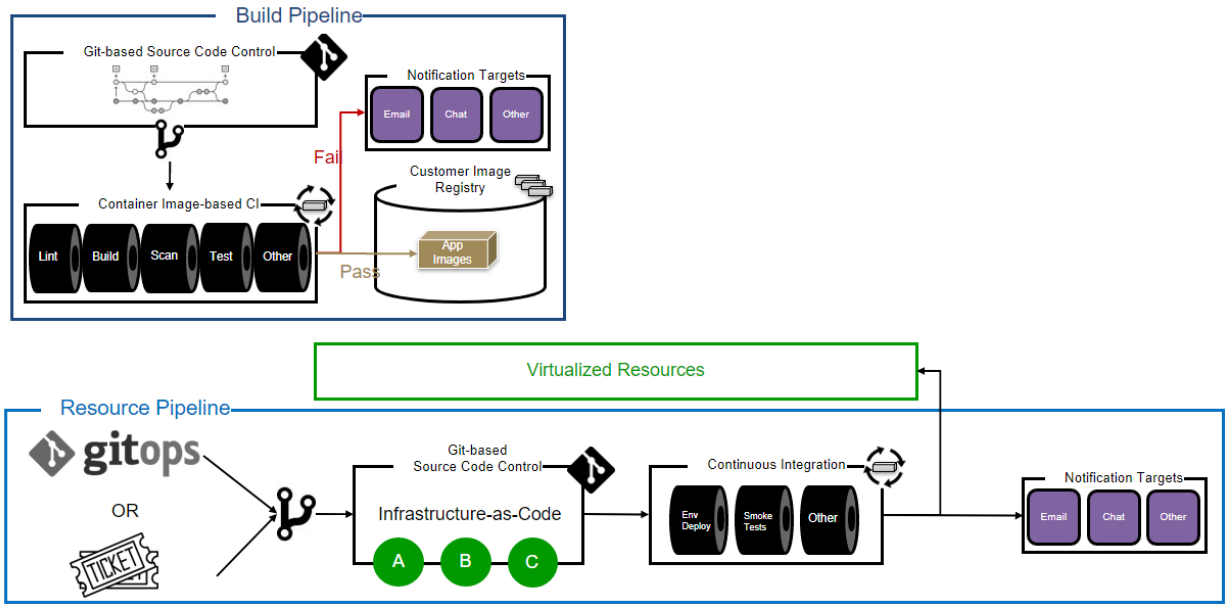


Figure 8: Virtual Patform & Cloud

While we understand Cloud is another person's data center, we also understand moving data anywhere that's not on-premises, may feel uncomfortable. Therefore, in addition to assessments and key conversations with technical leaders, we believe that a cultural conversation needs to be conducted inside an organization to help adopt the new solution.

When CDW•G works with a customer on a Cloud solution proposal, we have an initial conversation (generally started with a coworker from our sales team) and include our Solution Architects. We discuss what matters to that particular organization and conduct an assessment to determine the next best steps. This assessment includes determining which solutions can be migrated to the Cloud and which ones are better when left on-premises. Assessments include conversations, and assessing the physical environment, with the goal output being a clear and concise executive summary.

Following the assessment, our conversation with the customer continues to gain an understanding of their short-term and long-term goals. We create one, three, and five-year plans, taking into consideration many factors including the customer's culture.

Finally, we create a template for customers and build out Statements of Work (SoW) with a Bill of Materials (BoM). Service Level Agreements (SLAs) and best practices are discussed and mutually agreed upon. We understand customers may need additional support, so possible training for staff is discussed and determined.

CDW•G has a full-service capability when it comes to supporting organizations looking for private and public Cloud. From assessment, implementation, containerization, automation, and throughout the lifecycle of application modernization, we will support Cobb County and OMNIA Partners every step of the way.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State and Local Education customers. With a local presence and national reach throughout the US, our team is ready to continue serving Cobb County and

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OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US.

OMNIA Experience

Our success on OMNIA contracts noted below will be material to our performance on the proposed contract. We can utilize our proven marketing skills and trusted account manager and other expert coworker networks to continue the contract's growth.

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
CDW•G PEOPLE WHO GET IT	Total Cloud Solutions	09/30/2022	09/30/2022	Region 4 ESC - TX
CDW•G PEOPLE WHO GET IT	Information Technology Solutions & Services	02/28/2023	02/28/2025	City of Mesa, AZ

Figure 9. Our Current OMNIA Contracts

Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector and education customers. During that time, we have made a substantial investment in training our service personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development division. This division works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. As technology is constantly changing, CDW•G is refreshing and adding new services.

Excellence in Delivering Cloud Solutions

When it comes to Cloud, four factors set CDW•G apart from the competition.

1. CDW•G is customer-focused and vendor-neutral.
    - When it comes to solving our customer's problems, our sales and technology solutioning team is concerned about providing a Cloud solution that is comprehensive, coherent, and cohesive.
    - These solutions solve our customers' current issues while taking into account future initiatives and goals for growth.
2. CDW•G is a one-stop-shop.
    - We offer a coordinated, thorough process that covers everything from designing to orchestrating to managing. Communication is at the heart of our process.
    - One specific way we ensure thorough communication with our customers is in our design and implementation of services. One Technical Solution Architect is responsible for all SOWs on a project. This maintains project-wide integrity and ensures that one active participant maintains high-quality historical customer knowledge.
3. CDW•G structures sales teams to ensure that each one has segment-specific knowledge.
    - If the member is a local school district, their sales team specializes in school districts.

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- If the member is a state or local government, their sales team specializes in this area.
- Our sales teams are deeply connected to their customers, with the average Account Manager having a decade of experience in their role.

4. CDW•G is a leader in the industry growing organically and through strategic acquisitions. In the last several years, we have acquired a number of companies that focus on Cloud solutions and professional and managed services.
    - We are constantly evaluating which emerging technologies our organization needs to best serve the ever-evolving needs of our customers

Additionally, while many vendors provide "managed services," very few offer the full lifecycle of services from assessment to design and implementation. Our managed services offerings are staffed and supported by our own badge offered engineers using tools and intellectual property developed in our innovation labs.

Data Management

Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

Data Center Management and CDW•G

We know the data center better than just about anyone CDW brings a team of experts to every data center project. Our solution architects and data center specialists evaluate each customer's specific environment to create a custom solution to meet their goals. Our data center engineers apply decades of technical expertise to building the actual solution and offer ongoing support to keep it running at its best.

Our data center offerings include:

Hyperconverged infrastructure

Hyperconverged infrastructure combines servers, data storage, networking equipment and software into a single, unified computing system, allowing IT teams to manage their data center centrally.

Next-gen storage and backup

Data is growing at an unprecedented rate. A cohesive storage strategy helps your customers minimize costs, increase data security and maximize their data center solution. CDW's

hardware and software knowledge and nationwide expertise maximize customers' next-generation backup solutions by designing and implementing an integrated solution that makes business sense in every choice.

Virtualization

Virtualization improves data center performance, reduces costs and makes backups and redeployments easier.

Power and cooling

CDW's modular, scalable power and cooling solutions help keep data center energy costs low and prevent downtime caused by overheating and power outages.

Managed services

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Managing a new data center is a big project. CDW can make it much easier. CDW Managed Services and CDW Aggregation Services save customers more than 20 percent on average — compared with an internal IT-managed infrastructure — and improve the overall quality of support.

Professional services

Handling a data center can be a tough and time consuming task for an IT department. CDW can shoulder the burden of data center implementation, migration, integration, staff training and continued management so IT teams can contribute to more business-critical initiatives.

Configuration services

CDW's certified configuration centers can provide a custom preconfigured data center solution that minimizes customer downtime and disruption.

Visual Communications

Visual communications that integrate audio, video, voice and presentation capabilities.

We Get Professional A/V

From complex video wall solutions supporting mission critical operations centers, to training rooms and live broadcast systems, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro/AV is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Below is an example of a video wall designed for one of our emergency response clients.

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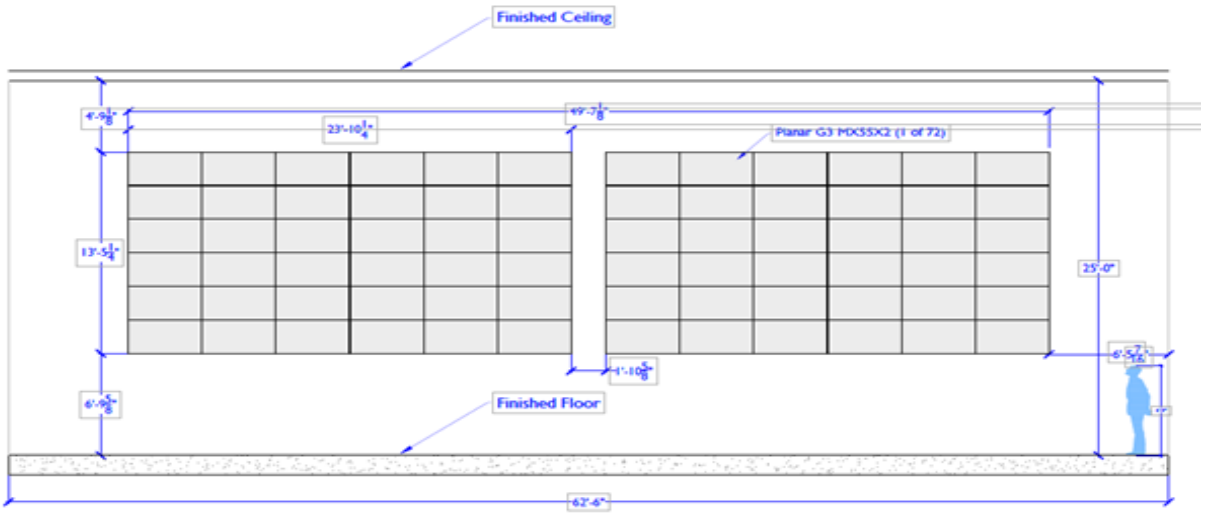


Figure 10: CDW•G Video Wall Design for Public Safety

Top partners include:

CINEMASSIVE exterity SAMSUNG PLANAR CHRISTIE Hiperwall NEC

Support for Video & AV Projects

CDW•G in conjunction with Exertis Broadcast can fulfill all your audio, video, voice and presentation capabilities. We offer, Pre-Sales Engineering, Installation Services, Programming Services and Fulfillment and Logistics Services.

Our process to fulfil your requirements involve the following steps

- Needs analysis
- Engineering
- BOM
- preSOW /Services Quote
- Installation
- Programming
- Commissioning
- Training

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Success Story: Walmart Custom Video Distribution Solution

CDW reached out to Exertis Broadcast's Team CDW looking for video distribution solution for Walmart's TV display walls.

Engagement

After reviewing the needs with Walmart, we realized a product did not exist in production with all the features Walmart required. Exertis Broadcast then worked directly with our partner Gefen to build them a HDMI splitter to Walmart's exact specifications. The custom splitter was built, and a proto-type hand delivered to Walmart within 4 weeks to meet tight testing deadlines.

Walmart tested and moved forward with deploying in all 4000+ stores. The Walmart TV display wall have never looked better and can all be managed remotely.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Solution

We were able to provide the customer with a custom video distribution solution.

Outcome

Custom AV and Video products built to client specifications. The Exertis Broadcast team can work with our manufacture partners to design and build hardware specific to CDW customer needs.

For more information on CDW•G and Exertis capabilities, please see the following sections under UCC (Unified Communications and Collaboration) and Broadcast Studio

UCC (Unified Communications and Collaboration)

UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

CDW•G offers on-premises, cloud-based and hybrid business communication solutions to help you create a flexible, scalable environment. No matter the environment – emergency operations centers, command rooms, fusion centers, training rooms, and/or classrooms, our vast video teleconferencing solutions help Cobb County and OMNIA Partners meet their business-critical needs. We have provided more detailed information regarding emergency operations centers and command rooms in our response to the Law Enforcement section. The needs for these types of rooms are so unique we have a dedicated Public Safety team built to address these types of engagements.

Video Communication

We can help you equip, set up and manage immersive telepresence rooms as well as formal and informal videoconferencing hubs, including cloud video bridges — all from leading partners.

CDW partners with Cisco to help you radically improve the way you keep your business moving to the cloud and help keep innovation within your grasp. With our deep expertise in Cisco solutions and a team of experienced collaboration experts, we help you understand your opportunities to move to the cloud environment while maintaining the needed CUCM on-premises requirements and providing extended support.

For organizations that are ready to move to the cloud, Dedicated Instance is an add-on service within Webex Calling that provides a bridge allowing for a cloud experience that also supports requirements such as CUCM on-premises support. CDW will provide you with support to implement this service, ensuring you are set up to meet both cloud and on-premises requirements. CDW is the partner to help from day one implementation to extended support.

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Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance can help you achieve:

- Operational Efficiencies
- Agility
- Increased Performance

Orchestrating the Right Solution

Moving calling to the cloud can be challenging for UCM customers. The cost and burden of replacing older endpoints, rebuilding complex dial plans and integrations can be greater than any savings that can be realized by moving to the cloud. Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance provides UCM customers a non-disruptive, low-impact migration path to the cloud. With Webex Calling you have the flexibility to distribute users across multi-tenant and dedicated instance call control, and to adjust them over time as needed to address their cloud calling business requirements.

CDW helps you integrate your organization to the cloud, allowing both cloud and CUCM functionality to work together as one platform. CDW isn't just here for implementation; we partner with you to ensure a consistent experience you can expect by providing updates and changes with our extended support. CDW is here to help 24x7x365 through our customer portal, phone or email.

Services Overview

The following services are included in Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance Professional and Managed Services:

Table 1: Managed Collaboration Anywhere Services

Service Offered	Premium	Essential	Basic
Common Device	50%	50%	0%
CDW Services Portal	Included	Included	Included
Managed Services Customer Success Manager	Included	Included	Included
Incident/Problem Management	Included	Included	Included
PSTN Provider Incident Management	Included	Included	Included
Upgrade Management	Included	Included	Included
Firmware Management	Included	Included	T&M
Dial Plan Configuration Management	Included	Included	T&M
MACD Service	Unlimited	200 hrs/yr	T&M
Service Hours	100 hrs/yr	50 hrs/yr	25 hrs/yr

CDW•G has 20 years of managed services experience, 225 managed services analysts and engineers, and 1,000 global engineers.

Traditionally, IT organizations have been good at installing a new piece of technology but commonly fail at realizing the user adoption goals and potential of new tools. This can mean a huge financial investment goes down the drain. More importantly, the added user confusion and loss of productivity from a failed change is a huge risk. The problem hasn't consistently been one simple problem like business buy-in, technical issues, end-user training, or support staff being ready to troubleshoot problems. Instead, it has been because of a lack of targeted and coordinated planning, enablement, marketing, and communications. Our Adoption Services cover all of these aspects and bring them under a single plan and execution.

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End-user enablement is about ensuring the end-user is ready to use Cisco Webex Meetings and Collaboration Meeting Rooms (CMR). This effort includes:

- End-user training
- Training guides

As part of the Adoption Management Planning for end-user enablement, CDW•G will validate and plan the following training sessions all to be delivered via Webex with up to 20 participants per session:

- For Cisco Webex Meetings General End-User, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings Power End-User, conduct up to one (1) 120-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings General End-User with Video Device training, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App and Cisco Video Device

For this project, CDW•G defines a **General Cisco Webex End-User** as an individual who requires training to support normal tasks for scheduling and hosting Webex meetings. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Sharing content
- Joining from desktop
- Joining from mobile
- Joining from video rooms

For this contract, CDW•G defines a **Power Cisco Webex End-User** as an individual who requires an advanced level of Cisco Webex to support additional tasks such as scheduling for others in the company (i.e., Administrative Assistant leveraging alternate host) or will be a department point of contact for Webex questions. During the end-user training for Power Users, advanced topics will be covered such as:

- Alternate hosts
- Uploading/sharing files
- Meeting recording
- Whiteboarding
- Hosting from desktop
- Hosting from mobile
- Hosting from video rooms
- Permissions and panels
- Engagement tools (chats/polls)

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For this contract, CDW•G defines a **General Webex End-User with Video Device** as an individual who requires training to support normal tasks for scheduling and hosting of Webex Meetings as well as joining from video devices. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Joining from desktop
- Joining from mobile
- Using Touch 10 controller
- On-screen controls/terms
- Managing single/dual self-views
- Single/dual views during calls
- Managing calls
- Contact profiles
- Layout adjustment
- Sharing content
- Attending scheduled meetings

Modernizing Today's Classrooms

At CDW•G, one of our dedicated verticals is the education sector, both K-12 and Higher Education. We understand the unique needs of the education sector, and have specialized resources dedicated to modernizing today's classrooms to provide educators and students alike access to top quality immersive and integrative technologies to bolster their learning. CDW Blueprint to Design® is an ideal tool to help districts, schools and teachers reimagine their classrooms and building space to ensure they're maximizing learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology and create collaborative learning environments. And since then, more than 900 K-12 schools and universities have participated in the program, including the Rochester City School District, where CDW helped design a truly modern classroom.

Our K12 Strategist, teamed with the depth of our CDW Solution Architects and Account Team, work together to helps educators figure out the best classroom design for their space, ensuring that each area has a purpose and takes advantage of the entire room. Since CDW•G is vendor neutral, and have a wide offering of different teleconferencing software, we recommend the best vendor for that given classroom, school, or district.

Broadcast Studio

Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

CDW•G has broad capabilities across the broadcast space. While we have direct relationship with a number of top-of-the-line products in various AV categories, we have found the largest

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benefit to our customers when we utilize our trusted partner Exertis Broadcast. While this is not an exhaustive list of what CDW•G can provide in this space, we felt it was a good encapsulation of our abilities.

One of the benefits CDW•G brings to Cobb County and OMNIA Partners is our ability to orchestrate a complete solution from video to audio to networking to storage. We work with a wide array of storage providers from Nutanix to Pure, and our architects are specially equipped with an understanding of all product lines to be able to provide the best solution. We like to think of our solution architect as puzzle masters – finding all the different pieces from various manufacturers and putting them together into a masterpiece for our customers.

Further outlined below in the Law Enforcement section, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro A/V is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Top partners include:



Through leveraging Exertis, we ensure our customers are receiving the most up to date knowledge and emerging technologies in the broadcast studio space. Like any engagement where we work with partners, the customer, in this case Cobb County and OMNIA Partners, will continue to have their single point of contact with their CDW•G Account Manager. The Account

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Manager will bring together the customer and Exertis to full scope out the requirements of the project and ensuring alignment with the end goal.

Exertis Broadcast is CDW's Video and Pro AV expert. Exertis Broadcast is staffed by industry experts who provide CDW with complete sales support and AV video workflow solutions including system design, needs analysis, demos, proof-of-concept, and on-site client consultation.

Exertis Broadcast has a team of sales, engineering, marketing and support staff dedicated to CDW. They work with CDW Account Managers, Business Development, Partner and Product Management, Solution Architects and Consultants daily to specify AV and video projects for their end users. Exertis Broadcast meets with the CDW end user for project needs analysis, providing a complete design of their video workflow.

Pre-sales engineers will also provide product demonstrations, assist with setting up and supporting proofs of concept, and consult with you to establish AV and video technology standards across the organization.

The Exertis Broadcast team provides post-sales support and training once the project is commissioned. They provide a full turnkey solution for many of our solutions including installation, commissioning, maintenance and training services.

Exertis Broadcast provides technical support for CDW's Field Solution Architects and Inside Solution Architects for system review and design verification with their video and AV solutions. Exertis Broadcast can go onsite with or without CDW to support the project, provide needs analysis, presales support and consultation.

The Exertis Broadcast team works daily to grow CDW's video and AV practice with the addition of new partners. We have added several partners over the past year to augment CDW capabilities.

New partners added in the last 12 months include:

Table 2: Video and AV Partners

New Partners			
Allen & Heath	Atomos	Birddog	CADAudio
Castus	ClearCom	Clevertouch	Epiphan
Focusrite	Lume Cube	Mackie	Panopto
PrompterPeople	Vitect		

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Law Enforcement

Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, you need a special kind of knowledge to make IT perform — without having to be an expert.

CDW•G for Public Safety: Expertise That Works

Your mission is safeguarding the public. Ours is helping you do it. We are a specialized practice devoted to public safety issues, with more than 10 years and hundreds of engagements to our credit. Our team of dedicated account managers will guide you to the most impactful choices, address all the requirements, policies and strategies you face every day, and show you how the pieces fit together.

First responders save lives and protect property every day. Technology challenges involving mobility, data interoperability and information sharing may hinder those efforts. But where does an agency start? What are their options? How do agencies obtain tech that works for wherever, whenever? The answers to these questions are the purpose of the CDW•G Public Safety Team.

At CDW•G, we collaborate with fire, police, emergency medical services, emergency management and other agencies to help them understand their options. A little guidance goes a long way, and our knowledge and expertise in deploying technology will support decision-makers in choosing public safety solutions.

Modern-day emergency management and first response requires fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe. Things are constantly changing but one constant that has remained throughout the last two decades is that Major Events Drive Digital Trends. Highlights in recent American History prove the axiom. Examples include;

- The 9/11 Attacks — Recommendations were brought forth from the 9/11 Commission Report but the standout topic in technology was Radio Interoperability
- Hurricane Katrina — Demonstrated the need for more resilient data and radio communications capabilities as well as more robust disaster recovery plans
- The active shooter at Virginia Tech University — Ushered in a mad dash to acquire citizen alert and notification systems
- The Boston Marathon Bombing — Revealed gaps in the ability to perform analytics on video and image big data
- Officer involved shootings and in-custody deaths in Ferguson, Mo., New York, Baltimore and Charlotte — Drove federal involvement resulting in proliferation of body worn camera deployments

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- COVID 19-Pandemic and Civil Unrest — We are only beginning to comprehend the impact

Covering the Spectrum of Capabilities

Video

Cut travel time. Reduce resource allocations. Raise situational awareness and speed response. Do remotely what was once possible only in person.

- In-vehicle video, capture and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management
- Cloud solutions

Mobility

Accelerate collaboration and communication from anywhere.

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication
- Virtual private network mobile software
- Cloud solutions

Data Center

Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure.

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless
- Alert and mass notification systems
- Power and cooling
- Cloud solutions

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Digital Workspaces: Creating a better user experience while streamlining device management and improving access to information

- Handheld and Mobile Data Terminals
- High Performance Workstations
- Mobile Gateways and Routers
- Virtual Desktop and Application Delivery

Mission Effectiveness: Digital Transformation yielding force multiplication, force protection, and delivering more rapid positive outcomes

- Cyber and Physical Security
- Collaboration, Data Center, and Cloud Strategies
- Communications Infrastructure, ESINet, Radio Backhaul
- Surveillance, Recognition, and Evidence Management

Command, Control & Intelligence

- Mission Critical Operations Centers
- Data Visualization & Analytics
- Situational Awareness Planforms
- Mobile & Deployable Solutions

Major Public Safety Events Drive Digital Trends. CDW•G's Next Generation Public Safety approach addresses not only those trends from the past but aids agencies in preparing for whatever is next. Next Generation Public Safety is best described as a process of efforts towards Digital Transformation in Government and is a continual, phase-based effort from Assess & Envision through Planning & Design culminating in Implementation & Optimization. The achievable goals of Digital Transformation include:

- Decreased maintenance and improved operational efficiencies may relieve technology staff of mundane systems management tasks allowing for greater resource effort applied to evaluation, innovation and adoption activities.
- Long-term cost savings can be applied to new investments in deep learning and artificial intelligence. Elevating the safety and security posture and improving compliance adherence offers unquantifiable rewards and helps in eliminating distractions.

The overarching goal of Next Generation Public Safety Transformation is the development of a State-of-Readiness that provides the flexibility to adapt to future innovation. Rapidly absorbing those technologies today that are considered novel is a lofty goal. In the transformational era of tomorrow this capability becomes a general requirement. Nothing should be able to disrupt the digitally transformed agency.

It is today's technology challenges that propel our CDW•G Public Safety Team forward. Since 2005, the CDW•G Public Safety Team has been delivering technology solutions supporting mission critical environments in Emergency Management, Fire & Rescue, Emergency Medical, Law Enforcement as well as the Critical Infrastructure protection. Our focus has changed over the years to keep pace with the challenges of the day. The one thing has remained the same is that Public Safety agencies large and small turn to CDW•G to assist in developing solutions supporting Mission Critical operations.

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Figure 11: CDW•G Public Safety Service Timeline

Public safety begins with an experienced and well-briefed sales team who comprise the primary point of contact for all of our customers. The sales teams are supported by a host of solution architects from a variety of disciplines and Public Safety Strategists that provide customers, CDW•G personnel and partners with subject matter expertise. Our comprehensive approach includes:

Supply: We have a large inventory of technology items you use every day

Design/Build: Our Solution Architects can help you through the myriad of choices with respect to designing the solutions necessary to develop the next generation of public safety tools

Contracting: Reduce the administrative cost, required span of control and headaches in your next project with a single agreement and responsible party delivering what you ask for

Strategy Development/Envisioning: Moving into real time policing, developing a new emergency operations center, security center or tactical operations center. Our Senior Strategist can help you develop and document a plan of action.

We Get Mission Critical Operations

Historically, Mission Critical Operations in Public Safety Work have included emergency operations centers, dispatch or communication centers, fusion centers, and the standard agency data center. The last decade has given rise to a new breed of operation center including those supporting real time crime fighting, joint task force collaboration, cyber intelligence and excellence as well as network operations. Regardless, these centers are where people and advanced technologies intersect.

Enhanced situational awareness, data correlation and decision support systems combine to aid in visualizing a common operating picture in the next generation of Operation Centers. The end-game to this is force protection, force multiplication and the rapid delivery of positive outcomes. At the end of the day, next generation technologies widen the view of operations by integrating advanced data analytics with video surveillance systems, sensors and other technologies that gain better situational awareness.



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CDW•G and its powerful partners expand the value of these technologies delivering hindsight, insight and foresight to Public Safety.

In preparing for the demands of tomorrow, a Next Generation approach is required to address the priorities of today. These must include future challenges. Solutions must also always work. It will not do for a critical solution to fail during a major response. The CDW•G and Partner designs keep that thought at the forefront.

CDW•G provides Technology Design/Build & Prime Contracting Services for the completion or rehabilitation of Mission Critical Operation Centers. We understand the importance of recognizing the unique needs of Law Enforcement, Emergency Management and Fire/Rescue. CDW•G provides solution sets which give our customers a near future-proof platform for placing critical information into the decision-making process.

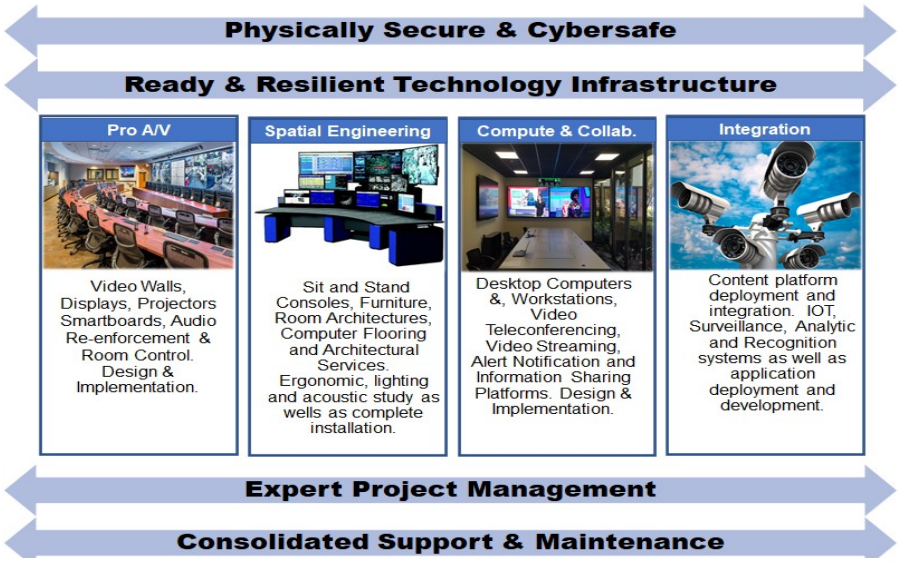


Figure 12: CDW•G Public Safety Offerings

We Get Spatial Engineering

Our spatial design strategies consider how people are routed throughout your work center daily and during times of crisis to maximize optimal communication between operators and key stakeholders. When you choose to employ our experienced team of spatial engineering partners, we will work together determine the configuration that best supports your organization's communication and collaboration objectives, ensuring continuity of operations and minimizing the impact of the upset condition. Our public safety console environment solutions are designed with the operator in mind.

An operator's comfort is paramount to their productivity and overall health. Our ergonomically designed control room solutions encompass a variety of self-adjustable components and accessories, which are designed to be an extension of an individual's day-to-day operations.

Our partner solutions enable greater environmental controls such as temperature and fan controls, height adjustments, lighting, and other elements to mitigate fatigue and improve operator alertness. Our situational lighting solutions enhance communication, awareness, and coordination, which support effective incident deployment strategies amid emergencies.

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CDW•G and its partners provide ergonomic solutions and spatial engineering services to transform your next center into a state-of-the-art facility. We lead the overall center design/build efforts, in conjunction with industry leading partners. Partners we work with often include:



Figure 13: CDW•G Spatial Engineering Sample

We Get Situational Awareness

CDW•G partners with leading software companies to provide for a myriad of solutions to help our customers solve their problems. Workflow management, citizen portals, asset and inventory management, dispatch, records management, and situational awareness platforms can all be implemented by CDW•G and its partners. A common operation picture (COP) is a continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated communication, information management, and intelligence and information sharing systems. The goal of a COP is real-time situational awareness across all levels of incident management and across jurisdictions. The objective of a COP for support in a coalition environment is to decrease the Decision Cycle Time (OODA loop - Observe, Orient, Decide, Act). Cobb County and OMNIA Partner Law Enforcement Agencies need their agents, analysts, first responders, and officers to be able to make decision quickly and efficiently, with accurate information. CDW•G understands this need and our applications help to orient data , create the Common Operating picture, and allow life-saving decisions to be made.

The needed data often exists in multiple legacy solutions, on the web and in an unstructured form. Making sense of the data and achieving the ability to turn data into actionable intelligence in real-time takes a great deal of integration.

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CDW•G and its partners provide the platforms to get started quickly as well as the integration, development and orchestration expertise to move forward ahead of the pace of change. CDW•G has a long history of developing Microsoft-based solutions into usable applications for emergency management and law enforcement. Our recent acquisitions of IGNW, Aptris, and Aeritae are evidence of CDW's continued commitment to providing world-class software development, integration and orchestration services.

CDW•G works with industry leading partners within the situation awareness platform, including:

We Get Surveillance

Video surveillance capabilities have come a long way over the years. Legacy systems, made up of cameras and digital video recorders, primarily captured and replayed past events, limiting organizations to a reactionary security approach. Enhanced by analytics software, today's video surveillance solutions give organizations the tools they need to take proactive safety and security measures. The benefits now include utilizing surveillance to ease road congestion or monitor high pedestrian traffic areas, enhanced video surveillance enables digital transformation across every agency type, and more.

By integrating advanced data analytics software and Internet of Things (IOT) sensors with IP-based cameras and video management systems, CDW•G expands the value of surveillance technology. That means Cobb County benefits from not just hindsight, but also insight and foresight.

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HINDSIGHT:

WHAT HAPPENED?

With traditional, forensics-based applications for video, you can investigate a recorded event, identify a bad actor, monitor facilities, analyze a complete process in a system or validate that a system worked as planned.

INSIGHT:

WHAT'S HAPPENING NOW?

Video analytics can elevate your security team's situational awareness and enable you to identify and react to events in real time. Analytics can unlock operational value by monitoring the flow of people, goods, or processes and triggering a response based on predetermined criteria.

FORESIGHT:

WHAT WILL HAPPEN NEXT?

With predictive analytics, you can leverage video data to identify trends and forecast events, giving your team foresight into the next threat and helping operations pinpoint future process flaws to improve decision-making.

Some of the leading manufacturers CDW•G partners within this space include:

Mobility

Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

Procuring, configuring and refreshing mobile devices across different operating systems and carriers can be a challenge. From smartphones, tablets and notebooks to routers and point of sale systems, we can help you integrate your software and services to get the most out of your devices.

Configuration and Activation

CDW's configuration experts work with your IT staff and your carriers to ensure your enterprise mobile devices are automatically activated, enrolled and ready to use right out of the box. We

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offer software configuration and imaging services for Windows, iOS or Android, and our tagging, tracking and laser etching services help you streamline asset management.

Procure and Provision

Our Mobility Management Portal simplifies administration of devices, including selection, deployment, expense management and help desk services. Employees can order from a predefined catalog, perform upgrades or make changes to existing services — all in accordance with your internal mobile device policies.

Device as a Service (DaaS)

DaaS gives your organization fully supported, customized devices for a monthly subscription fee, allowing you to shift procurement costs to an operating expense. We'll take care of managing technology refreshes, securing your devices, procuring management software, providing help desk services and recycling devices.

Why CDW•G

Unmatched Expertise

Our mobility experts have helped thousands of customers craft BYOD and mobile device policies from the ground up.

Flexible Financing Options

We will work with you to determine the best financing method for your organization, be it a traditional purchase, lease or through a monthly subscription.

Industry-Leading Partnerships

Our partnerships with the industry's top mobile providers give you access to the widest selection of devices, mobile OS and carriers — with top-notch customer service to boot.

Mobile App Development and Strategy

Mobile apps are both an opportunity and a challenge for organizations looking to improve worker productivity and customer experiences. A solid mobile application strategy, from procurement to management to development, will put you ahead of the competition.

Our Enterprise Mobility Management (EMM) and workspace collaboration solutions can help you manage and secure your mobile environment across multiple devices and platforms.

Our Mobile and Productivity App Services

The ubiquity of smartphones and tablets has changed the way organizations deliver information. We can help mobilize your operations to streamline workflows, boost productivity and reduce expenses. **App Strategy**

Before your organization selects off-the-shelf or customized apps, we'll help you develop a strategic view of your mobile app initiatives. We'll help you map deployment and development decisions based on your needs, budgetary constraints and IT infrastructure. Your custom app strategy will serve as a critical roadmap as you migrate to a more mobile environment.

Mobile Application Development

Mobile app development allows your organization to meet stringent requirements around performance, functionality and user experience. Our partner network of tier 1 developers provides native, HTML5 or hybrid apps based on your needs. Additionally, we offer Mobile

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Application Development Platforms (MADP) for organizations that want the tools to quickly create, deploy and maintain apps in house.

Your Custom App Store

Give your employees a central point of access for the apps and tools they need to be productive. Your centrally managed and custom-branded app store can include both IT-approved, off-the-shelf apps and custom-developed mobile apps.

Content Sharing & Management

The right file-sharing and online collaboration tools can help you tap into vital knowledge instantly and share it throughout your organization. Our cloud-based software as a service (SaaS) solutions can help encourage innovation and build relevant communities while maintaining the security of your corporate data. Choose from top partners such as Box, Google Workspace and Office 365.

Office Productivity Apps

How can you get more from your employees and your budget? For many organizations, it means getting a little creative. It means embracing innovation. It means moving software to the cloud with SaaS productivity apps. We can help you select the right productivity app and design a customized, scalable solution that grows with your business.

Enterprise Portals

Enterprise portals give your organization a single, secure place to store, organize, share and access information from almost any device. Web-based SaaS portals enable online collaboration — anywhere, anytime. We'll help you customize an enterprise portal that fits your needs, budget and business goals.

Strategies Designed for Growth

Our collaborative approach to enterprise mobile apps prioritizes your objectives, budget and timeline. We'll help you design a comprehensive mobile app strategy with simple management tools, robust security and scalable features that evolve with new technologies.

Cross-Industry Expertise

We have specialized teams across a number of industries — including retail, healthcare, energy and utilities, and K-12 and Higher Education. Our experts can help you mobilize existing workflows and unlock new strategies that transform the way your team works.

End to End Services and Support

Our planning services and assessments ensure your productivity strategy is aligned with your business goals. We also offer full implementation, training and adoption services to help your employees mobilize faster, giving you a better return on your investment.

Mobility Management, Collaboration, and Security

We provide a full range of proven mobile device management and collaboration tools as well as end-to-end security from the industry's leading providers. We help you simplify mobility management and mitigate risks so you can spend less time on tasks and more time on projects.

Enterprise Mobility Management (EMM)

EMM takes the burden of day-to-day mobile management off IT's hands and empowers workers with uninterrupted access to the tools they need. Our mobility management and security

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services include mobile device management, mobile application management, mobile content management, custom app stores and mobile device policy definition.

Mobile Workspaces

Many clients are turning to mobile workspaces for secure mobility. We offer leading workspace solutions including desktop virtualization, application virtualization, EMM and file sharing, all supported by our professional services to ease selection and deployment.

Procurement and Expense Management

In addition to simplified procurement of devices, our Mobility Management Portal provides help desk services — including phone, online chat and self-service support — as well as expense management services with custom reporting to ease the burden on your IT staff.

End-to-End Security

With more than 15 years of experience with security solutions, our mobility and security teams work together to provide risk mitigation advice, including network and mobile security, data loss prevention and advanced threat protection technologies.

Streamlined Productivity

Our custom solutions give you device management, app store and sign-on options, as well as the option to grant users access to legacy applications without the cost of mobile app development.

Simple Payments and Cost Controls

With Mobile Expense Management, you can automate the tedious review, approval and payment process. You can also get insight into cost-saving opportunities and alerts about compliance issues.

Industry-Leading Partnerships

We work with the industry's leading brands, giving you unmatched choice and expertise in selecting the best mobility management, collaboration and security solutions.

Work From Home (WFH)

Work from home productivity involves more than just a functioning laptop. Networks need enough capacity and secure endpoints for workers to access their files and applications from anywhere, and employees need access to cloud applications to take full advantage of the collaboration tools available to them. CDW can help you build or expand your WFH strategy so employees can accomplish more in more places.

An example of a tool to work from home is Zoom

Together, Zoom and CDW bring you the communications technology your business needs to evolve.

Business Communications

CDW can help you develop a flexible collaboration solution based around your Zoom platform, to fit your user needs and goals.

Digital Workspace Consultation

Available free of cost, CDW's collaboration workshop lets you explore your full Zoom capabilities and develop a customized communications strategy.

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Digital Workspace Services

Whether your communications are in the cloud, on-premises or a hybrid solution, CDW Amplified™ Workspace services meet you where you are, with comprehensive support.

Asset Management

Asset management solutions to identify and manage installed software, hardware and license entitlements.

We Understand IT Asset Management

IT Asset Management (ITAM) is a set of processes and tools that enables organizations to manage their IT assets on an ongoing basis, so that they can establish controls, gain visibility into their environment, optimize costs, and maintain license compliance.

At CDW, our wide range of IT Asset Management solutions is customized to assist Cobb County in maturing your own Asset Management practice, while always aligning to Cobb County's specific business goals.

These are the Elements of Successful Asset Management



Figure 14: Elements of Successful Asset Management

Our IT Asset Management Strategy Focuses on Four Solution Types:

Project Based Engagement

Gain Visibility Into Your License Position.

This customized engagement helps ensure that you gain control of your software environment, by providing an Effective License Position (ELP). Great for True-Up and Renewal time!

Maturity & Risk

Start Planning Your ITAM Strategy And Understand Your Risk

Identify the stakeholders, policies and inventory processes at the heart of your ITAM practice.

Technology Platforms

Using Industry-Leading Platforms for Successful Asset Management.

Having access to accurate, real-time inventory data empowers better decision-making and drives business outcomes

Ongoing Solutions

Our Ongoing Services Are Tailored to Your Business Needs – Increasing ROI

Customized engagements that ensure consistent visibility into assets and drive continuous improvement

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ITAM Maturity Assessment

With such a large portion of their IT budgets dedicated to software, organizations need a way to manage hardware and software assets on an ongoing basis. CDW's IT Asset Management (ITAM) practice offers a focused approach to tracking the location and configuration of IT assets, helping organizations not only optimize costs but also maintain license compliance, streamline contract negotiations, support mission-critical technology rollouts and prepare for digital transformation

CDW's Asset Management Maturity Assessment combined with our proven engagement framework allows us to help our customers:

- Define a vision for a successful practice
- Document recommendations on policy/process/procedures
- Build a roadmap for implementing your Asset Management practice
- Improve service levels
- Provide the ability to optimize costs and utilization of assets
- Ensure supply meets the demands of the business and that IT assets directly support specific business productivity requirements in the most efficient and reliable way possible
- Mitigate risks associated with governance practices, compliance requirements, and business continuity
- Provide the ability for true cost allocation

Building Long-term Capability Through Technology

CDW recommends using an industry-leading Asset Management technology platform to manage and discover your environment. Our goal is to align the appropriate technology to help meet your business goals and drive IT initiatives. Our strategy includes:

- Understanding your existing investments in asset management
- If no asset management technology is in place, we can then assist in making technology recommendations, aligning resources for product demonstrations, and working with the vendor to set up proof of concept.
- Working with Cobb County to understand short and long-term business goals
- We can help Cobb County assess if your current investments are able to achieve these goals.
- Assessing additional applications
- We can help evaluate whether integration with specific business applications and/or systems are required to support you.

Empowering Your Practice

Continuous improvement and internal communication are key in a successful ongoing Asset Management program. With an IT platform as the foundation, CDW can provide customized, ongoing consulting that can positively impact a customer's ROI.

Ensure Proper Communication

With our partners at Universal Management Solutions (UMS), we can work with Cobb County to design an ongoing IT Asset Management (ITAM) strategy and support services- so you can focus on more strategic IT efforts.

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Ensure All Cobb County's Publishers Are Listed

We can ensure that Cobb County is spared the ongoing process of publisher contract management, or we can focus on just a short list of concerns. We can be flexible to accommodate Cobb County.

With visibility gained into the entire publisher environment, CDW will identify the redundant products in your environment, allowing for rightsizing your licensing investments

Software Management and CDW

With assessments, technology validations, deployments, ongoing management and experts on-hand. CDW can help with every phase of the software solution. Our services and specialists include:

- **Test Assessment and Roadmap:** We develop a three-year roadmap for your customer's software environment with assessment and envisioning sessions, proofs of concept, health checks, product and licensing program comparisons, contract negotiation and image processing services.
- **Onsite Software Deployment:** Our experts install and configure Cobb County's on-premises software for desktops, notebooks, tablets, smartphones, servers and routers.
- **CDW Software Asset Management:** Hosted by CDW and powered by Snow Software, our license management service gives customers a clear view of the software being used across their devices.
- **Software Asset Management (SAM) Specialists:** Our certified SAM specialists analyze customers' licenses and provide reconciliation services to help them understand where gaps exist between entitled and employed licenses.
- **Licensing Account Executives:** Experts perform onsite reviews of the software environment. We use this information to recommend the best products and licensing programs for your budget, and help manage those assets throughout the contract.
- **Partner and Technical Specialists:** During initial consultation, our presales systems engineers answer any in-depth software, licensing and technical questions.

Data Protection

Data protection to protect, backup, recover and archive data and applications.

Data is your organization's most precious asset, but storing and protecting that data can be a challenge. Your IT team must contend with a laundry list of internal and external threats while also managing increasingly complex hybrid storage environments. Those tasks are made even more difficult when you consider the growing number of data-intensive applications your users depend on every day. Overcoming data protection and storage hurdles requires solutions and services that suit your needs and environment, as well as a trusted partner like CDW that can help you navigate your options.

Investing in storage through CDW can help address:

- Risk
- Agility
- Cost

Partnering with CDW for data protection and storage can help you achieve other key organizational and IT objectives, including:

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- Mitigating risk
- Managing storage resources productively
- Supporting diverse user requirements
- Maintaining cost controls

Why You Should Partner with CDW

Because every dollar counts, your organization needs to maximize the value of its data storage and protection investments. CDW's tenured and certified solution architects can build a customized plan that ensures you unlock the storage performance and resilience you need within your preferred budget and spending model. We also deliver:

- Vendor-agnostic expertise driven by our industry-leading partnerships
- A full-stack approach that supports you at every stage of your journey
- Dedicated support from a team that's worked with organizations of all sizes

Energy and Water Conservation

Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

All CDW distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.



Figure 15: ISO 1400 Certification

Energy Management – Carbon Emissions

At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.

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We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

beGreen Program

CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation

Figure 16: CDW•G's beGreen Initiative

Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW locations, and participation continues to be strong since its inception 13 years ago.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

Financial Services

Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

CDW•G's Financing Solutions Team helps members navigate through all the available payment solution options (leasing, financing, subscriptions, etc.) CDW's Financial Partners provide to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our Financing Partners, such as our 2017 HP PartnerOne Financial Services Partner of the Year Award and the 2019 Cisco Capital Central Partner of the Year Award. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For members that have diversity requirements to meet, we can recommend WBE certified partners.

At CDW•G, we focus on providing the best solutions in the industry—not simply the latest solutions from a single provider. CDW•G can facilitate an agreement between Cobb County and a variety of leading financing companies that can help you obtain the payment terms that best fit your unique needs and budget requirements. Cobb County can secure a payment solution structure with maximized options and terms. Our Premier Financing Partners include:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services

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- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Success Story: IT as a Service

United States Census Program

The Decennial Census is a once-a-decade activity that takes years of planning to carry-out the largest peacetime workforce mobilization in the US. CDW•G began developing and planning our technical and operational solution in 2015, well in advance of the 2017 contract award date. The US Census Decennial program mission is a Constitutionally mandated program established to accurately count each person in the US and count them only once. This is accomplished over a series of Census Field operations carried out across the USA and its territories with the final objective to provide the complete Census report to the US President by end of year.

Since 2017 DW•G has been providing the US Census Bureau mobile technology under a large **Device-as-a-Service** prime contract. This contract includes full life-cycle technology management from leveraging CDW•G's ISO accredited secure supply chain practices to acquire, configure, test, ship and recover/disposition over 650,000 mobile devices. In addition to cellular assignment and activation, CDW•G also provides device security via Mobile Device Management with active tracking, monitoring and managing of the very large fleet of deployed devices. CDW•G also offers Program Management, Technical solution architecture (Win10 and iOS), Asset Management, Contract and Subcontract management, consolidated shipping and reverse logistics, and Tier 2/3 Help Desk support.

CDW/CDW•G have maintained performance throughout the COVID 19 pandemic and have shared with our Census customer our best practices utilized to ensure that there is no disruption in our services. We proposed 7 Small Business/Diverse suppliers and have subcontracted more than 20% of the program total to SB entities.

Other Services and Solutions

Services and solutions not listed above that may be proposed by Offeror.

As organizations face limited time, budgets and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Staff Augmentation and Ad Hoc Support Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you'll always receive the right solution to your problems — not just the one that's convenient.

CDW AMPLIFIED™ Services Portfolio

Cobb County and Omnia Partners will benefit from accessing a comprehensive set of services that offer an unparalleled breadth of services. Our portfolio of services includes data center, networking, hybrid cloud, end user workspace and collaboration, application development, data analytics, and technical support and service desk services. Our services are purpose-built, with pre-defined service descriptions, statements of work, deliverables, service level objectives, and

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pricing. The benefit for your members is the ease they can transact with CDW•G from solution planning to service startup.

A summary of our entire Services portfolio is presented below.

CDW AMPLIFIED™ Infrastructure Services provide the expertise, tools, and resources to scale and future-proof Members' critical data center and network architecture. For example, our service engineering can help scale and optimize an existing on-premise data center to meet increasing application workload or design and implement a solution for migrating applications and infrastructure to a hybrid cloud solution. With the acquisition of Aptris, CDW now provides ServiceNow services for the design, orchestration, and management of customer's ServiceNow applications, including ITSM, ITOM, SecOps, CSM, and HR Management. Our entire Infrastructure Services portfolio includes:

- Networks: Enterprise Data Center Networking, Software Defined Networks (SDN), Wireless Networking
- Hybrid Cloud: Hyperconverged/Private Cloud Deployments and Public Cloud solutions for Azure and AWS Services
- Operating System (OS): Management administration of virtual/physical server and OS, Infrastructure Application support, Database Services, and ServiceNow Services.
- Data Center: Power/Cooling, Storage, Compute, Data Protection, Virtualization, Software-defined Data Center and Networking

CDW AMPLIFIED™ Workspace Services provide a comprehensive approach for end users, educators, and students to work from anywhere, on any device, at any time. Our two configuration centers can support complex deployments, including staging, imaging, integration, kitting, and deploying up to 10,000 devices per day. Workspace Services also provides integrated solutions for managing the security risks to endpoint devices to remain productive and secure. Workspace Services includes:

- Collaboration: Voice, Video, Messaging, Conferencing, Contact Center, Productivity Applications, and Content Management.
- Endpoint Services: End User Compute, Mobility, Unified Endpoint Management & Security, and Managed Print Services

CDW AMPLIFIED™ Security Services help customers with ever-evolving security threats and maintains compliance with their industry and regulatory standards. Cybersecurity risks are higher than ever, and organizations require continuous defense, detection, and dynamic responses against evolving threats while maintaining industry compliance. CDW Amplified™ Security services provide independent evaluations of a customer's security posture and help fortify against identified weaknesses. Our security engineers can design comprehensive strategies and solutions for protecting critical IT resources and data. Our security engineers hold certifications in CISSP, CISA, CISM, CIPP, Ethical Hacking, ISO Auditing, and ITIL.

Our Professional Services can orchestrate advanced network defense techniques such as next-generation firewalls, advanced endpoint protection, content security, and access management. Security Services includes:

- Information Security: Risk and compliance assessment, penetration testing, and comprehensive security assessments, vCISO advisory services
- Detect and Respond: Security Incident Response services, Log aggregation and Correlation, Security Incident and Event Management (SIEM)
- Physical Security: Physical access controls, Video Surveillance, Environmental Sensors

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- Secure Platform: Managed Next-Generation Firewall (NGDW), Intrusion Protection System (IPS), Identity and Access Management (IAM), and Network and Managed Zero-Day Endpoint Protection
- Managed Cloud SIEM with vulnerability and threat intelligence, advanced analytics, prioritized alerting and reporting, and end-to-end incident response

CDW AMPLIFIED™ Development Services help customers address their growing technical debt in their legacy application stacks and software delivery processes. Development Services provides modern, cloud-native technologies and industry-leading best practices to allow customers to develop applications that revolutionize their infrastructure and solve business issues. CDW Amplified™ Development Services help our customers modernize and streamline their application delivery with the following services:

- Software Engineering: Custom Software Design and Consulting, Application Architecture, Agile Development using DevOps, and software engineering utilizing Continuous Integration/Continuous Development (CI/CD) methodologies.
- Application Modernization: Refactoring legacy applications to modern application principles using containers, microservices, and event-based architectures.

CDW AMPLIFIED™ Data Services help customers make data-driven decisions by leveraging the benefits of a modernized data warehouse. Data Services also provides Artificial Intelligence (AI) and Machine Learning (ML) services for clients to develop actionable insights and realize the full benefit of their data warehouse. Data Services includes:

- Data Modernization: Builds solutions to modernize Data Warehousing applications using multiple vendor platforms
- Data Analytics: Creates advanced data visualizations and analytics solutions utilizing vendor platforms from Microsoft, AWS, Google, Splunk, and Tableau
- AI and ML: Builds and deploys AI/ML solutions for operationalizing customer data that can help predict and proactively respond to emerging market trends and demand

CDW AMPLIFIED™ Support Services deliver custom warranty, maintenance, and technical support services that augment a customer's IT staff so they can focus on maximizing business outcomes. Support Services includes:

- CDW Technology Support Service (CTS): Provides a 7x24 single point of contact support for technical and maintenance support on Cisco, Microsoft, and Palo Alto Networking products. Our expertise provides faster response times and more cost-effective solutions when compared to OEM branded technical support.
- E-Learning Technical Support: Our IT and AV support professionals provide a highly responsive Level 1 service desk for Educational institutions that rely on hybrid or remote learning for their student's educational needs.

Staff Augmentation Services:

Many managed service providers offer IT staff augmentation as part of their service offerings. What differentiates CDW•G's Technical Resourcing is our 20+ years of experience providing IT services and solutions and our sole focus on Information Technology and Engineering resourcing. As an IT engineering company that provides advanced Application Services, DevOps, Cybersecurity, Cloud Architecture, and Big Data, we understand the skill sets and experience a member needs. Members can be confident in CDW•G's ability to identify candidates that meet the technical requirements of the role. This level of technical acumen uniquely positions us to help Members fill their most challenging IT staffing requirements seamlessly and expediently.

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We use the same recruiting team to attract candidates for internal postings and customer positions. This provides us a competitive edge compared to other staffing firms that do not have the domain knowledge or bench of proven candidates. Our strength and value lies in providing a white-glove experience compared to other staffing MSPs. Our recruiters do not just gather and forward resumes from job postings. Instead, each recruiter discusses the role with the hiring manager to understand both the client culture and the soft and hard skills needed for a successful placement. Our goal is to respond with one to two quality candidates within a week of meeting the hiring manager. Our experience is we can fill 81% of the openings with one or two candidates, cutting down on time spent in multiple interviews .

Project Management Services

CDW•G's Project Management Office's (PMO) mission is to drive excellence and leadership in Project and Program Management for all of our customers. We leverage a proven methodology based on the Project Management Institute's (PMI) standards and best practices while tailoring projects to meet business outcomes and requirements. Our PMO is an active member of the PMI Global Executive Council whose role is to lead and direct the future of the project management profession and ensure its continued growth and success. We have over 160 customer-facing Project and Program Managers, with over 70 being PMP Certified.

Our project methodology is scalable to any project size, customer-value driven, and flexible enough to integrate with your member's methods as needed. By being PMI aligned, we focus on communication, quality management, and continual improvement during all phases of the project. More information on these phases is described below.

- Project Initiation confirms the initial contract, the scope of work, resource requirements, prepares the kickoff meeting.
- Planning focuses on discovering and understanding requirements and stakeholders, communication plans, and delivers the project plan.
- Execution manages the design, implementation, testing, and migration of services, coordinating CDW engineers and the member's project resources.
- Closure finalizes the handoff to operational support, project closure documentation, and final project closure meetings. The closeout meeting is also the opportunity to review the customer's perspective of success and lessons learned during the project.
- Monitor and Control occur throughout the project's lifecycle to ensure that the project status, budget, and milestones are monitored and reported on a timely basis.

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Experience [RFP 5.4]

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.

b. Dollar value of contract.

c. Assigned project personnel.

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Reference 1	**Client Name:**	Collier County, FL
Scope of Services/Contract Description		
Collier County utilizes the OMNIA Partners contract (formerly National IPA) for all goods and services that CDW is able to source for them. Typical manufacturers include, but are not limited to, Cisco, Vmware, CrowdStrike, NetApp, APC, Microsoft, and Dell.		
Dollar Value of Contract	$4.3M Annually	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mark Fowski	
Telephone	239-252-8322	
Email	mark.fowski@colliercountyfl.gov	

Reference 2	**Client Name:**	Orange County, FL
Scope of Services/Contract Description		
Orange County utilizes the Sourcewell contract for all goods and services that CDW•G is able to provide or source. CDW•G has provided professional services of advanced technology solutions including, but not limited to: MS Exchange, MS Active Directory, M365, VMware, Nutanix, Juniper, PeopleSoft, Security managed services, and Staff Aug personnel.		
Dollar Value of Contract	$10.1M	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mack RiCharde	
Telephone	407-836-5200	
Email	mack.richarde@ocfl.net	

Reference 3	**Client Name:**	Nashville Electric Service Board, TN
Scope of Services/Contract Description		
NES has approved the NIPA Corporative contract for all CDW•G purchases. They have been utilizing this contract since 2015. CDW•G has performed the following services for NES:		

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ServiceNOW Integration, Splunk Installation and Data Migration, Nutanix install and configuration and Wireless Site Survey.	
Dollar Value of Contract	$1.5M
Assigned Project Personnel	
Name	Robert Sullivan, Executive Account Manager
Name	Griffin Curcio, Executive Account Manager
Name	Austin Hudson, Nashville Advanced Technology Account Executive
POC	
Name	Matt Dodd
Telephone	615-747-3199
Email	hdodd@nespower.com0

Reference 4	**Client Name:**	City of Boca Raton
Scope of Services/Contract Description		
City of Boca Raton has leveraged the OMNIA Technology Contract through CDW•G for 90% of their IT Hardware and Software needs for more than 7 years. In addition, the city has utilized our Affiliate, Sirius, a CDW company, for nearly the same tenure as their primary IT professional services provider.		
Dollar Value of Contract	$2.7M Annually	
Assigned Project Personnel		
Name	Ray Clyne, Advanced Technology Account Executive	
Name	Roger Heroux, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Jolyn Avery	
Telephone	561-367-7062	
Email	javery@myboca.us	

Reference 5	**Client Name:**	City of Atlanta
Scope of Services/Contract Description		
The City of Atlanta has awarded CDW•G their hardware/software sourcing contract over the course of the past 14 years for four, consecutive contract cycles. CDW•G was the sole-awardee for two of the four contract awards, including the flagship contract. In addition to the Hardware/Software sourcing contract, CDW•G provides professional IT services for the city, including all agencies in the “General Fund”, as well as Atlanta Department of Watershed management and Atlanta Department of Aviation, Hartsfield Jackson International Airport.		
Dollar Value of Contract	$14.2M Annually	
Assigned Project Personnel		
Name	Dan Gallagher, Advanced Technology Account Executive	
Name	Mike Zorica, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Errika Stewart	
Telephone	404-330-6204	
Email	estewart@atlantaga.gov	

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Product Information/Service Capability [RFP 5.5]

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

For today's State, Local, and Education leaders, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help our SLED customers accelerate innovation, enhance citizen experiences and optimize collaboration, all while delivering agility and cost efficiencies. We maintain a working ecosystem of coworkers and partners to address the myriad service requirements of our customers.

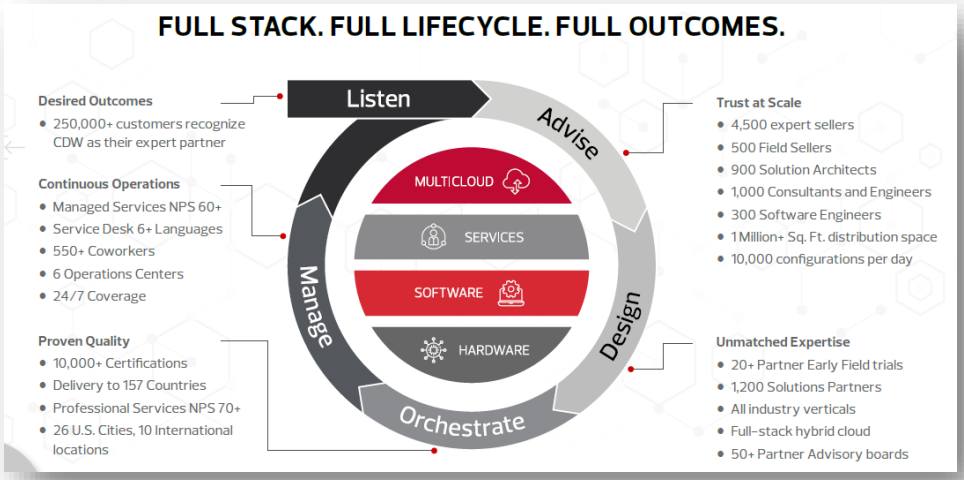


Figure 17: Full Stack Lifecycle

Service Centers

Our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners.

The number of authorized service centers depends on many factors so we cannot give a definite number at this point. However, we can explicitly confirm we have authorized service centers available for any agency who wishes to purchase off this contract.

Break-Fix

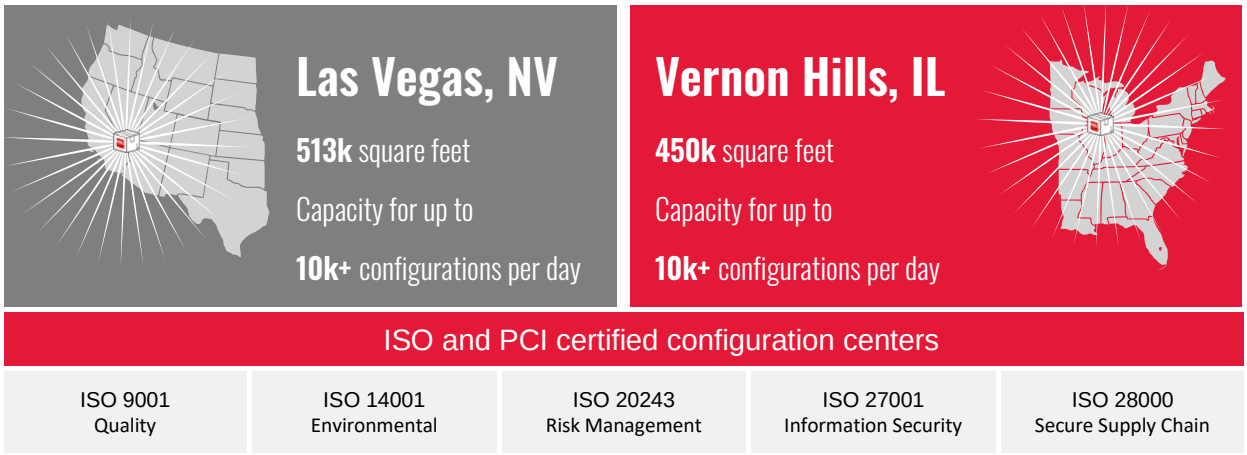
We typically provide break/fix services through our partner network, though we can do that through a managed service as well. The choice of partner network depends on a multitude of factors including location in the United States, brand of product, budget, turnaround time, etc. Our team is happy to discuss in further detail regarding a particular instance.

Config. Centers

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OMNIA Partners Members can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution.

Two State-of-the-Art Configuration Centers



CDW•G operates redundant, environmentally controlled ISO and PCI certified centers in Vernon Hills, IL, and North Las Vegas, NV to provide faster delivery and reduced shipping expense. Our Distribution and Integration Centers have a combined one million sq. ft. including 75,000 sq. ft. dedicated to configuration and another 50,000 sq. ft. dedicated to staging. CDW can scale to meet your needs.

Local Branches

CDW is headquartered just outside of Chicago, Ill., and we have 28-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of your office. And even if a customer is located in an area without a local branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW badged engineers — ensure that your organization will still get the full attention and resources it deserves.

Depending on the location and particulars of the system or product that needs servicing, costs can vary. Due to this complexity, our team will work with each agency as needs arise to provide a custom State of Work that includes costs to the customer.

Pick-Up & Delivery

We can facilitate pickup and delivery services for an additional cost. Regarding delivery of large equipment, we maintain our own inventory and relationships with the top delivery providers to ensure timely and safe delivery. We also have direct relationships with major manufacturers where we can leverage their dropship channels for delivery.

In our experience, the type of pick-up services that our customers require vary. As a result, we require more details to document our process. However, we will work with all customers to accommodate requested pick-up services and their unique specifications.

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Configuration Services Overview

Cobb County and OMNIA Partners can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2,600,000 products every year - more than 10,000 custom units a day.

Capabilities Overview

Our configuration team can provide many services, including:

- Hardware Integration: Including installation of memory, hard drives, NIC cards, video cards and a variety of other components.
- Software Configuration: Your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- Custom Imaging: Including image creation, maintenance and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- Rack Configuration: We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs and PDUs into a rack structure, then cable and label before shipping.
- Mobility Services: We configure and activate your tablets, phones, handhelds and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- Custom Laser Engraving: Your logos and other important information can be engraved onto notebooks, mobile devices and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- Asset Tagging and Reporting: You have the option to use CDW/CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for U.S. Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW Account Center.
- Network and Security Device Configuration: We configure firewalls, routers, switches, access points and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade; uploading master configuration files; configuration of IP address, subnet mask and default gateway. All customization is based on your organization's unique specifications.
- Burn-in Services: We run your devices for 12 hours or more to ensure all components are working properly.
- Custom Packaging: This includes kitting, palletization, inserts and welcome letters and box labeling.
- Buy and Hold Services: This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW handles the configurations, customizations, logistics and shipping requirements to ensure your pre-defined deployment schedule is met.

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Configuration Services Project Management

CDW•G offers Configuration Services Project Management which works to ensure the success of projects and ongoing programs. Here are some of the key PM activities.

- Serve as the main point of contact (POC) for overall project communication, including escalations
- Communicates expectations and holds Internal CDW Services team accountable for meeting project timelines
- Establish and manage project schedule and expectations
    - The schedule is based on the customer's expected delivery and deployment dates and well as approved SLA and configuration volume commitment from the CDW Services Team
    - Schedules are subject to change. Schedule crashing may result in higher cost to meet increasing demand and/or it may not be feasible to meet requested deadlines due to insufficient planning and limited resource availability
- Manage rollout/delivery schedule
- Assign roles and responsibilities to members of the project team
- Conduct regular cadence calls with stakeholders (internal and/or external)
- Actively track and report status for open Configuration Services orders in the project
    - Order and status reports on an agreed to schedule
    - Format of reports can vary based on customer requirements and needs of the project
- Track and manage product availability for CDW Configuration Services to meet deployment schedule
- Manages escalated orders and changes in the schedule
- Escalate issues to management as needed

Quality Assurance

All Configuration Center workers are trained on CDW•G's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a QC technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

CDW•G also offers a Burn-in Service (available in 12 hour increments) which includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.

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Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW•G's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Additional notes for Imaging and Software configurations:

CDW•G has a team of engineers, technicians and team leaders trained to work on image and software deployments. Customer specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.

Managed Services - Service Levels

CDW's Managed Services offerings allow Cobb County and OMNIA Partners to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization goals and current capabilities.

CDW•G provides three levels of managed services:

- Advanced Monitoring
- Proactive Maintenance
- Availability Management

Each of the levels encompasses the previous levels (i.e. Silver includes Bronze). There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Advanced Monitoring (Bronze)

Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

Proactive Maintenance (Silver)

Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.

Availability Management (Gold)

Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Additional details for all three service levels are outlined in the table on the following page.

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Table 3: Service Levels

	GOLD	SILVER	BRONZE
24/7/365Operations	•	•	•
Engineers on T&M Basis	•	•	•
Critical Service and Event Monitoring	•	•	•
SNMP Variables	•	•	•
Performance Thresholds	•	•	•
System Events	•	•	•
Client Alert Notifications	•	•	•
Performance Reporting	•	•	•
Proactive System Patching	•	•	
Hot Fixes	•	•	
Service Packs	•	•	
Firmware Updates	•	•	
Break/Fix Support	•		
Change Control	•		
Engineering Support	•		
99.9% Uptime SLA	•		
Life Cycle Management	•		
Predictable Monthly Fee	•		

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

While CDW•G appreciates prompt payment, we do not offer discounts for early payment. Prompt payment ensures that CDW•G is able to continue offering low prices while managing our costs.

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Payments can be made to the following addresses:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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Pricing [RFP 5.6]

a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

• Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable) –

- Manufacturer part #

- Supplier's Part # (if different from manufacturer part #)

- Description

- Manufacturer's Suggested List Price and Net Price

- Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).

c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

Catalog Pricing

Cobb County		
Category	**Description**	**Discount % from CDW•G Advertised***
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%

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Cobb County		
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* "Advertised Price" or "Nationally Advertised Price" or "NAP", refers to CDW-G's List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	**Discount off MSRP**
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

Our Infrastructure as a Service portfolio of AWS, GCP, and Azure is offered in conjunction with our Managed Cloud as a Service.

ServiceNow Solutions PaaS Offering	
Option	**Discount off MSRP**
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available

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pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

Digital Velocity Solutions	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer / Tech. Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

CDW•G's full-stack engineering services team, a part of a specialized group identified as Digital Velocity Solutions (DVS), focuses on digital transformation from code to cloud, and data center to database. The roles listed below are for the skilled engineers that make up this practice.

For this proposal, we are offering the following DVS roles:

- DVS F-CTO
- DVS Digital Strategy Consultant
- DVS Digital Product Strategist
- DVS Principal Engineer / Tech. Lead
- DVS Architect
- DVS Senior Engineer
- DVS Engineer
- DVS Associate Engineer
- DVS Program Manager
- DVS Sr. Technical Project Manager
- DVS Technical Project Manager
- DVS Project Coordinator

The responsibilities of each role are dependent on the statement of work breakdown in the specifics of the project. All of these roles work within the Digital Velocity Solutions team and uphold the go-to-market strategy of DVS.

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Managed Services	
Managed Service Basic / Essential / Premium Support for AWS, GCP, and AZURE	**Monthly Price*** Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - $0K to $10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



ServiceNow Solutions	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165
ServiceNow Associate Consulting Engineer	$170

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ServiceNow Engagement Manager	$235
ServiceNow Business Process Consultant	$255
ServiceNow Principal Consultant	$275
ServiceNow Organizational Change Management Consultant	$275
ServiceNow Integration Expert	$250
ServiceNow Quality Assurance Expert	$200
ServiceNow Solution Architect	$255
ServiceNow Technical Consultant / Developer	$220
ServiceNow Trainer	$235

A continuation of our ServiceNow solutions practice as listed above in our managed services category, this section of ServiceNow solutions related services pricing encompasses several roles that Cobb County and OMNIA Partners can successfully utilize in the creation and implementation of ServiceNow solutions initiatives and projects.

Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%
Amplified Services	
Google for Education (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

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Staff Augmentation			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00
Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

The market for qualified resources is more competitive than ever and finding reliable talent can be difficult. CDW•G's Staff Augmentation services take the hassle out of resourcing. We maintain relationships with thousands of qualified resources and provide organizations with the best candidates the first time around. Whether Cobb County and OMNIA Partners need a resource for just a few weeks, several months, semi-permanent, or permanently, our critical

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TTM (Time to Market) solutions will help Cobb County and OMNIA Partners scale up or down rapidly depending on where they are in the project lifecycle.

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00
Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00
EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00
Managed Services OS	
Item	**Rate**
Windows O/S - Gold	$77.63
Linux O/S (Red Hat/ SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00
Managed Services Security	
Item	**Rate**
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02

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Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84
Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10
Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00
Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50
Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10
Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	$434.70

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(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00
Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50
UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

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These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is $240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

Our project managers and consultants work directly with you to design and implement every facet of Cobb County and OMNIA Partners solutions. After assessing the current environment and business objectives, we'll produce a detailed project blueprint. Partnering with existing staff, CDW•G will oversee the full implementation of the solution. We will conduct a quality assurance methodology and troubleshoot as necessary. An in-depth closeout meeting to make sure Cobb County and OMNIA Partners are ready to take the reins. Our end-to-end support ensures that the solution can improve customer experience, increase efficiency, and free up your team to focus on what matters.

CDW•G services offer you an unusual combination of the close relationship and easy access of a local provider who understands Cobb County and OMNIA Partners environment inside and out, and the scale, efficiency, and resources of a multinational provider.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources assist and scale your IT team's needs, freeing them up to focus on delivering bottom-line value and innovation. CDW•G understands each solution is unique and For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

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CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering."

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

For all non-cloud consumption-based offerings, our price list can be found at the following link:

CDW Premium Page - Cobb County Purchasing Department (cdwg.com)

CDW•G is excited by the prospect of supporting Cobb County and OMNIA Partners in their mission to create a relevant yet flexible contract solution to provide IT solutions among public sector entities. To this effect, we've developed this page to fulfill the request for electronic price lists (where applicable) as outlined in the RFP.

On this landing page, evaluators can access solution information (Manufacturer Part #, CDW•G part #, Description, Nationally Advertised Price, and Price to Cobb County) by clicking on the "Contracts" page, then clicking the available link, and then selecting the category of interest for relevant solutions.

This price list includes, where applicable, manufacturer part number, offeror part number, description, manufacturers suggested list price and net price, and net price to OMNIA Partners.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.

AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

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For more information directly from each manufacturer, please visit the following links for more information:

- Azure
- AWS
- GCP

SaaS Pricing for Gopher Products and Additional SaaS for Amplified IT

The offered pricing discount above applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

b. Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions. When possible, our account teams will work with manufacturers to provide even deeper discounts to the competitive offering we are proposing. As we are leveraging our purchasing power in the marketplace, we are not at this time offering discounts on volume orders for this contract. This purchasing power allows us the ability to provide great prices, no matter if you purchase 1 item or 1,000 items.

c. We do not plan to include leasing or financing options at this time, though if Cobb County and/or OMNIA Partners is interested in learning more, we have an entire team and partner network who can provide financing options.

Financial Statements [RFP 5.7]

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

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CDW•G cannot supply a Dun & Bradstreet report as it violates our contract with Dun & Bradstreet. Cobb County and OMNIA Partners can obtain a report for CDW•G from Dun & Bradstreet.

CDW Government LLC's Dun & Bradstreet number is: 02-615-7235.

Our parent company, CDW Corporation, has a 5A3 D&B rating. CDW Corporation's Dun & Bradstreet number is: 80-806-8253

As a publicly owned company, our financial statements are publicly available. A link to our 10k report can be found here. https://s23.q4cdn.com/113947819/files/doc_financials/2020/ar/CDW-2020-Annual-Report-Form-10K.pdf

Quarterly report link https://investor.cdw.com/financials/quarterly-results/default.aspx

CDW•G has not had a bankruptcy petition filed in its name, voluntarily or involuntarily.

As required with this RFP, we have included our Financial Ratio Evaluation Template, in which we scored a 3 on the Flash Drive. This document is titled *CDWG Response to Cobb County OMNIA_RFP 23-6692_Financial Ratio Evaluation Template.*

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National Contract [RFP 5.8]

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

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a) We have included a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the following section Supplier Response and included all applicable required forms in Appendix B: Required Forms. These sections thoroughly explain our experience, our strong national presence, how we will educate our national sales force, how products and services will be distributed nationwide, our marketing plan and how volume will be tracked.

b) We understand we will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. We have provided our proposed exceptions in Appendix E: Exceptions. We look forward to negotiating in good faith with Cobb County and OMNIA Partners.

Supplier Response [RFP 3.0]

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company [RFP 3.1]

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each customer with one contact who is knowledgeable of every nuance of their organization Account Teams are further segmented by agency type, Education (K12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers. CDW•G

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delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and customer preferences. We offer flexibility in how customers engage with and buy from us. We have the subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience.

B. Total number and location of salespersons employed by Supplier.

CDW•G currently employs more than 6,000 coworkers, part of our larger organization of 13,900 coworkers nationwide and in Canada, with more than 28 different locations. Located across the US, CDW•G has more than 1,225 Account Managers and 60 Advanced Technology Account Executives forming Account Teams segmented into five verticals: Higher Education, K-12 Education, Healthcare, Federal Government, and State & Local Government.

At CDW•G, we connect our customers to their technology and unlock additional value that goes beyond the business challenges they need to solve. As IT solutions have evolved, we recognize that their utilization now means different things across the nation. Whether it's State Agencies, Local Governments, Universities, or K-12 classrooms, we have adapted along with SLED customers' changing needs to help them maximize their investments and identify new ways to make the IT products and related services truly work for them.

Our sales force acts as the core of this effort. Employing an iterative approach to identifying, deploying, and adjusting IT solutions, our sellers and supporting teams ensure that customers have dynamic solutions addressing current and anticipated needs.

Our Account Teams are organized geographically enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts, like our K-12 Classroom Strategists. All of these coworkers will act as an extension of our Account Teams in support of Cobb County and OMNIA Partners.

Through their expertise in specific solution sets, our subject matter experts advise customers on the technology to make informed decisions in support of mission-critical objectives. Wherever Cobb County and OMNIA partners are located, CDW•G will meet these customers' needs.

Account Managers per segment:

- State and Local Government: ~225
- Higher Education: ~200
- K-12 Education: ~350
- Healthcare: ~250
- Federal Government: ~200

C. Number and location of support centers (if applicable) and location of corporate office.

CDW•G Headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061. At CDW•G, our sales strategy is based on being a locally-focused organization with a national presence. We want OMNIA Partners to understand the breadth and depth of our organization. Our sales offices are widespread throughout the US., allowing our sales teams to be where OMNIA Partners are located.

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CDW•G has two warehouses and more than 25 US sales offices, including a state-of-the-art 5,000 sq ft office in the Nashville area. Our office locations include:

Table 4: CDW•G Office Locations

Office Locations				
Chandler, AZ	Glendale, CA	Shelton, CT	Tampa, FL	Chicago, IL
Lincolnshire, IL	Vernon Hills, IL	Evansville, IN	Indianapolis, IN	Detroit, MI
Grand Rapids, MI	Minneapolis, MN	Las Vegas, NV	Cherry Hill, NJ	Eatontown, NJ
Cincinnati, OH	Cleveland, OH	Nashville, TN	Dallas, TX	Reston, VA
Bellevue, WA	Appleton, WI	Madison, WI	Milwaukee, WI	Wausau, WI
New York City, NY				

D. Annual sales for the three previous fiscal years.

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G has a consistent history of demonstrating continued revenue growth, as shown in the table below. OMNIA Partners should take note of that CDW•G itself is financially stable, and has the ability to leverage additional financial stability through CDW LLC.

Net sales for the past three years have been the following

Table 5: Annual Revenue

CDW and CDW•G Annual Revenue		
Fiscal Year	**CDW Total Revenue**	**CDW•G Revenue Contribution**
2021	$20.82 Billion	$8.18 Billion
2020	$18.47 Billion	$8.13 Billion
2019	$18.03 Billion	$6.9 Billion

a. Submit FEIN and Dunn & Bradstreet report.

FEIN

CDW•G FEIN: 36-4230110

Dunn & Bradstreet Number:

We appreciate the Cobb County's request for our most recent Dunn & Bradstreet Business Report; however, providing copies of CDW•G's Dunn & Bradstreet Business Report creates a breach of contract with Dunn & Bradstreet, and as such, Cobb County can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

E. Describe any green or environmental initiatives or policies.

CDW•G has long been conscious of our impact on the environment, especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

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CDW•G recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen™ program. The beGreen™ program provides coworkers a platform to reduce, reuse and recycle to make CDW•G's operations leaner, more efficient and more environmentally responsible. Since the program's inception, we have seen overwhelming coworker participation in beGreen™. CDW•G has a cross-functional team of coworkers who contribute to program management and work to ensure the consistency and integrity of the beGreen™ program standards. CDW•G has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries, and wooden pallets. Our dedicated beGreen™ staff continually looks for more ways to be environmentally responsible. beGreen™ focuses on several key areas:

Coworker education

- Community awareness recycling
- Resource conservation
- ISO14001

Figure 18: CDW•G beGreen Initiative

ISO 14001:2015 Certification

CDW•G has achieved the ISO 14001:2015 Environmental Management System (EMS) standard certification. The certification has been awarded to CDW•G's Vernon Hills, IL and North Las Vegas, NV distribution centers and attached offices. CDW•G's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's (EPA) Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy, making CDW•G the largest private buyer in MGE's Green Power Tomorrow program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

OMNIA Partners promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and women-owned businesses, small businesses, veteran owned businesses, and LGBT-owned businesses. OMNIA Partners' ideal vendor on this contract will empower and work with all types of diverse suppliers in the marketplace, not just one or two.

CDW•G does not hold small or diverse business certifications. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to Cobb County and OMNIA Partners opportunities. In our experience, customer diversity initiatives are not always met by one or two specific certifications.

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In our experience, customer diversity initiatives are not always met by one or two specific certifications. CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications, among others:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Supplier Diversity Program

CDW•G's Supplier Diversity program goal aims increase procurement opportunities for direct and indirect spending with diverse businesses across the country. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to provide the best customer experience while contributing to economic growth in diverse communities.



One of our greatest points of pride at CDW•G is that in 2019, our diversity efforts were recognized and CDW•G was formally inducted into the Billion Dollar Roundtable. This is an exclusive group of U.S.-based companies that procure more than $1 billion annually from minority- and women-owned businesses. To read more about this group, please see https://www.billiondollarroundtable.org/.

Our 2021 annual spend with small and diverse businesses via our Business Diversity Program grew to a record $3.4 billion. These diverse businesses profited from increased revenue through CDW's creation of 29,254 jobs and more than $1.7 billion paid in wages. Since launching our Supplier Diversity Program, total spending with small and diverse businesses is above $20 billion.

Our Director of Business Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2021. Other accolades of diversity excellence in 2021 include:

- US Veterans Magazine Best of the Best Supplier Diversity Program
- Professional Women's Magazine Best of the Best Supplier Diversity Program
- Black EOE Journal Best of the Best Supplier Diversity Program
- HISPANIC Network Magazine Best of the Best Supplier Diversity Program
- Supplier Diversity Program Best of the Decade by MBN Diversity

One more important aspect of the CDW•G Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW•G is a National Corporate Member of

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the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. We also support other organizations with a supplier diversity focus, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, and the National Veteran-Owned Business Association, and the National Gay & Lesbian Chamber of Commerce.

CDW•G contributes financially to these organizations and engages in advisory councils, attends and hosts events, and provides resources to support these organizations' focus on continued growth and success.

In addition, 50% of our Executive Council (our C-Suite executive board; i.e. CEO, COO, CFO, CIO, etc.) members are women.

Using CDW•G Diversity Partners

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow Participating Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network.

The following are a few ways that CDW•G can support Participating Public Agencies in meeting their diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session
- Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity
- Perform ongoing engagement to adjust plans as necessary

More details on our Tier I and Tier II Programs can be found below.

Tier I Program

CDW•G is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spending goes directly to the diverse firm. We offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that Cobb County and OMNIA Partners can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with diverse leasing companies to support Cobb County and OMNIA Partners Tier I spend requirements.

Tier II Program

To foster even more opportunities for small, diverse businesses, we a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's

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goal is simple: to further opportunities for competitive diverse companies to supply goods and services. In this model, CDW•G purchases the products from diverse suppliers and delivers them to our customers. CDW•G can provide Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

CDW•G does not meet any of the below certifications in any classified areas. Though not a woman-owned company, it is important to note that since January 1, 2019, CDW has been led by a woman executive—CEO Christine Leahy. Leahy has been with the company for 17 years, previously served as the company's chief revenue officer, and was the company's first general counsel.

Women comprise over half the U.S. population but remain underrepresented in leadership positions. Less than 10% of the top executives in Fortune 100 companies are women while only 6.6% of Fortune 500 CEOs are women.

Considering these statistics, along with a general underrepresentation of women in IT, CDW•G is setting the pace with Leahy as the second female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairygodboss recognized CDW (and thus CDW•G), ranked 2nd, as one of the best places for women to work. At CDW•G, we aim for equity from the inside out, and our executives are leading by example.

CDW•G does not hold any certifications in any of the classified areas listed below.

Table 6: Minority Certifications

Category	Response
a. .Minority Women Business Enterprise	No
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	No
c. Historically Underutilized Business (HUB)	No
d. Historically Underutilized Business Zone Enterprise (HUBZone)	No
e. Other recognized diversity certificate holder	No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As needed throughout the contract, CDW•G may look to bring on additional vendors. CDW•G has partnerships with more than 1,000 diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with

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engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfilment – it warrants a vendor who provides quality products and customer experience. A significant priority in SLED IT initiatives is flexible, adaptive technology that can securely promote user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement officers need to understand their options, and SLED agencies need to know their products are securely sourced.

Our position as a leading technology solutions provider with extensive experience working with OMNIA Partners, a mature public sector practice, robust relationships with SLED customers across the nation, mature logistics capabilities, secure and responsible sourcing processes, a fully developed contract management department, and an in-depth marketing approach all combine to create a procurement solution that no other vendor can offer.

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OMNIA Partnership & Contract Experience

Not only is our sales force well-versed in growing contracts but they are experienced in promoting OMNIA Partners contracts, specifically. We believe the contract structure that Cobb County and OMNIA Partners offer combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem offer a unique opportunity to optimize contract adoption and growth. Collectively, we can remove the complexity of procurement and technology that our customers often encounter.

Additionally, CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments. As depicted, we continuously evolve to support our key strategic relationship with OMNIA Partners. We look forward to the possibility of working with Cobb County to apply best practices and lessons learned from our OMNIA relationship to further this evolution.

Public Sector Expertise

We have over 30 years of extensive experience in providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 in order to better serve our government, state & local, and education customers. CDW•G is now among the largest K-12 technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. Public sector business comprised roughly 40% of our total annual revenue in 2021. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance with customers actively transacting across all 50 states.

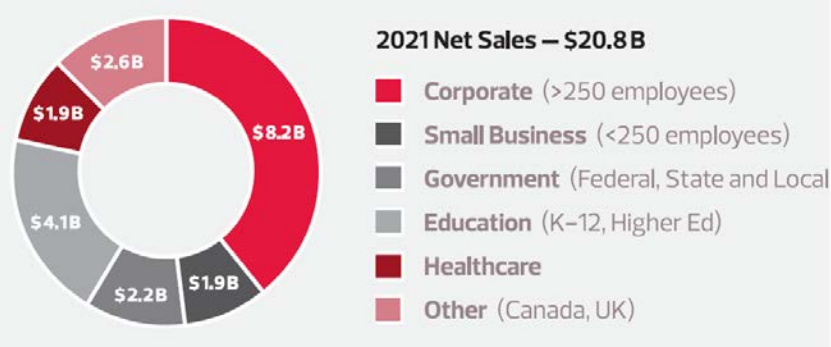


Figure 19: Distribution of 2021 Net Sales

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM's and distribution partners' fulfilment capabilities with our own distribution centers to optimize quick and accurate fulfilment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management

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System (WMS) that ensures speed and accuracy throughout the order fulfilment and distribution processes. CDW•G's marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. They send us daily Electronic Data Interchange (EDI) downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new Agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the Cobb County, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

Touched upon earlier, CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, inaccurate reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

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J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held company and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of submission, there are no known debarment or suspension actions taken against CDW•G.

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Distribution, Logistics [RFP 3.2]

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

For this response, CDW•G is pleased to offer all of the providers and services CDW•G offers Our line of products and services can be found at www.cdwg.com.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. A full description of our distribution centers can be found in the Description of Facilities section below.

Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships which CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintain active communication with the manufacturer and the preferred carrier to not only ensure that the correct number and model of products are being shipped but that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As with all of our contracts, this contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Compliance

Immediately upon award of a contract, the Program Manager reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with Cobb County and OMNIA Partners' use of the contract.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest from them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.
We will provide Cobb County a Premium Page in which they can quickly and efficiently place and track the status of their orders.
As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles.
To supplement our direct purchasing model, CDW•G has developed strong affiliations with principal channel distributors. They send us daily EDI downloads which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.
Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. CDW•G can secure non-of-stock product(s) from our local distribution network normally within 24 hours with a few more

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obscure products taking up to 48 hours, depending on your requirements. The value-added benefits of our highly automated state-of-the-art distribution systems are that Cobb County and OMNIA Partners will receive the right products quickly, configured correctly and ready to use; this will enable your employees to maintain a high level of productivity and to better serve your customers.
Customers at any time can reach out to their dedicated Account Manager to place an order via phone or fax is that is the preferred method.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

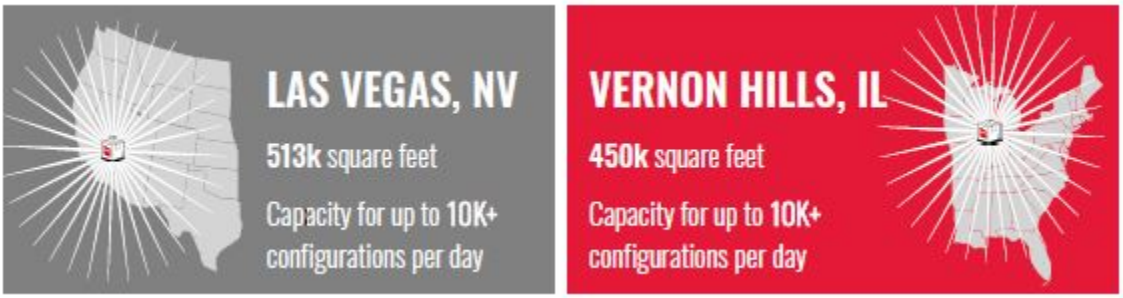
We work with several, authorized, channel partners to deliver solutions to OMNIA Partners. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners.

CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with Cobb County and OMNIA Partners to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. We have two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.



Our Configuration Centers are PCI Certified and Hold Several Iso Certifications:				
ISO 9001	**ISO 14001**	**ISO 20243**	**ISO 27001**	**ISO 28000**

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Quality	Environmental	Risk Management	Information Security	Secure Supply Chain

We hold more than $500M of inventory in our two in-house distribution centers that total almost one million square feet. Our ISO 9001-, 14001-, and 28000-certified, strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the US. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies.

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Marketing and Sales [RFP 3.3]

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

CDW•G has a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA including NIPA and US Communities GPA). CDW•G is vendor agnostic. This is not our primary go to market strategy. We continue to lead and facilitate our growth strategy with numerous public entities which utilize the multiple OMNIA contracts CDW•G has been named to. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDWG must abide with various regulations and requirements in multiple jurisdictions including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive marketing plan and pledge to continue focusing on the growth of this contract's awareness and success.

Beginning with the date a contract is executed, the CDW•G Team, in conjunction with our Executive Leadership, will work to implement the Master Agreement within our computer system and communicate it to the sales team. We will provide Cobb County and OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our Executive Leadership to the Contract Management group, our team of coworkers will collaborate to customize a detailed and effective plan to launch and grow this contract.

CDW•G has a successful contract launch history where we focus on five areas of the contract which are:



Figure 20: Contract Launch Progression

This methodology allows our coworkers to efficiently get brought up to speed about this new agreement and begin contract growth with Cobb County and OMNIA Partners.

Our process is as follows:

1. The Program Manager receives the executed Master Agreement and other relevant signed documents and saves CDW•G's contract library
2. The Program Manager sets up the pricing in our Contract Management System
3. The Program Manager works with our in-house eProcurement team to create a homepage specific for Cobb County and OMNIA Partners. ensuring contract-compliant pricing, as well as the various logins and security settings for OMNIA Partners.

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4. The Program Manager oversees training for our sales teams supporting Cobb County and OMNIA Partners on the contract terms and deliverables.
5. The Program Manager will provide Cobb County and OMNIA Partners reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration.

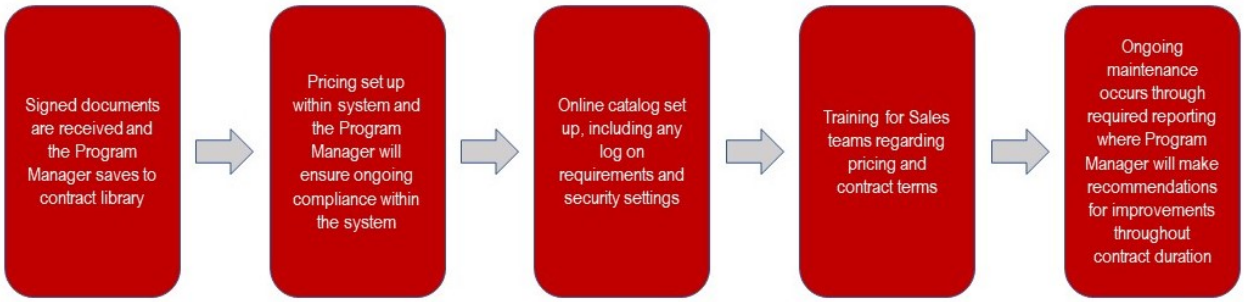


Figure 21: Program Management Growth Methodology

We are excited to bring this proven growth methodology, also displayed in the depiction above, to the contract in partnership with Cobb County and OMNIA Partners.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program for both Cobb County, GA and nationwide. CDW•G executive leadership commits to endorse and sponsor the award within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract

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procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

CDW•G's Program Manager, Francie Gribble, has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Francie and other key members of the CDW•G executive leadership team will outline their strategy to implement this contract within our portfolio. With our experience on both OMNIA and other cooperative contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly,

Gribble will work directly with our sales leadership, Cobb County, and OMNIA Partners to develop and execute a training program for our sales force swiftly following contract signature. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of contract signature.

The documentation Gribble compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate with customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. However, CDW•G doesn't stop at 90 days. We have continuous, ongoing training with our national sales force for the life of the contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

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Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) – shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security and services.



Figure 22: State Tech Sample

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding.

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving the State;
- Samplings of our breadth and depth of industry partnerships
- Contract specifics where customers can find CDW•G delivered solutions and services; a
- Contact details for Account Managers and Field Account Executives

We are able to do the same thing for Cobb County on this contract and other OMNIA Partners, should you want to.

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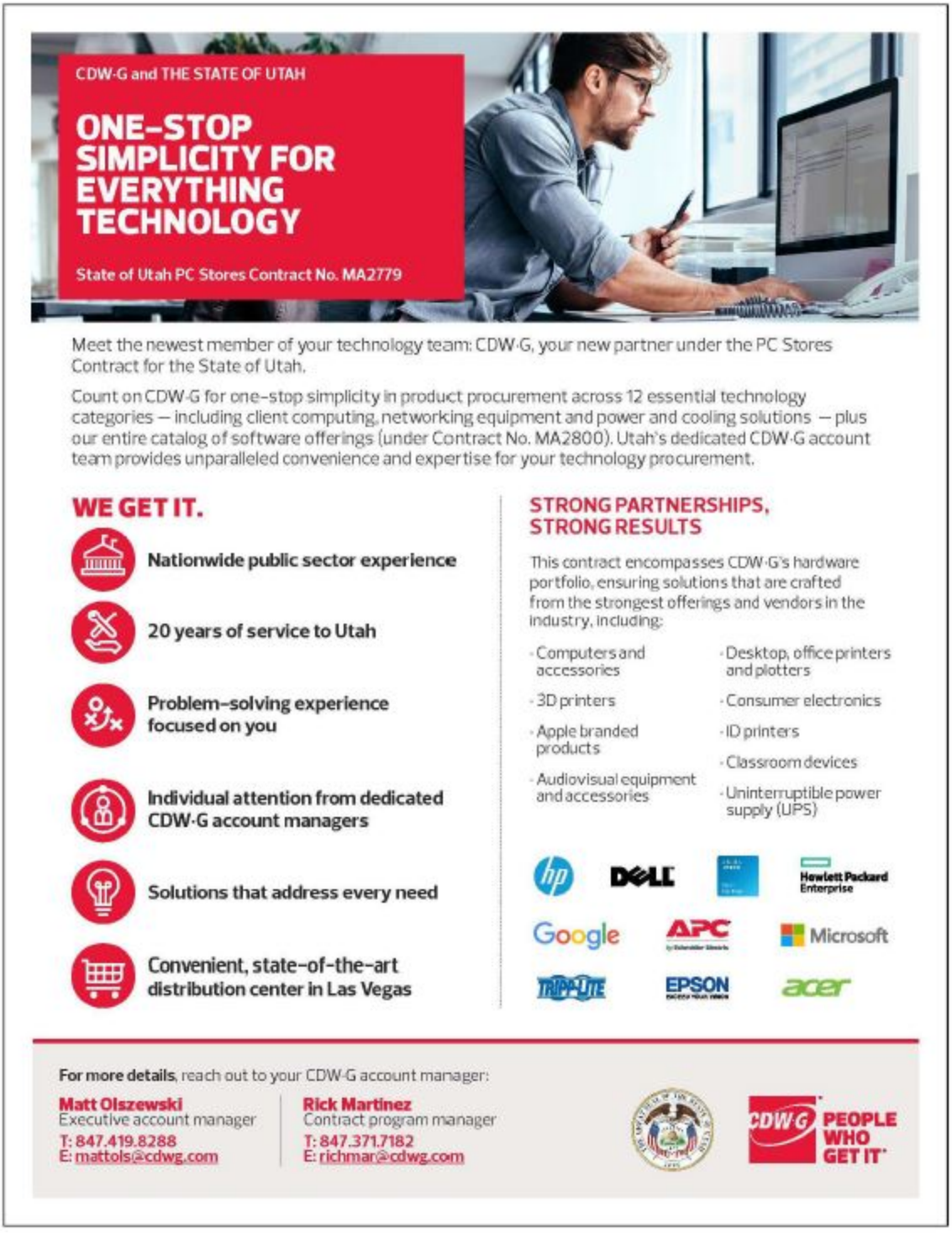


Figure 23: CDW•G Custom Flyers

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad are employees educated on and active in social media. This Social Squadpushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. We can customize this content to be relevant to Cobb County and OMNIA Partners.

With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized tab on our OMNIA Partners Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message. This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new Agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new Agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale- led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. We also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with Cobb County and OMNIA Partners. For instance, a combined OMNIA and vendor branding logo can be created to include in social media advertisements, the Agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

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Upon contract award, intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approached and specific goals/targets for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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CDW•G currently hosts a dedicated web-page for our OMNIA agreements www.cdwg.com/omniapartners including all contract documentation, marketing materials, products and pricing and relevant links. Upon award we will create a dedicated tab on this premium page.

The updated Premium Page will include the following:

- Cobb County and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for Cobb County and/or OMNIA Partners
- Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Entities' needs.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As Cobb County and OMNIA Partners may know, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members into the contract and sustain the growth.

CDW•G currently holds a significant number of cooperative purchasing contracts including Omnia Partners/National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell. CDW•G is solutions-focused and provides consultation to assist our customers to select the best contract vehicle suited for their specific procurement needs. We continue to maintain transparency of our contract portfolio to our customers and will work with customers upon their request to transition customers to ensure it is in the best interests of purchasing entities, CDW•G, OMNIA Partners, and customers.

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D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners, Public Sector logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide and our initiatives will, at a minimum, communicate points i-iv stated above.

I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

II. Best government pricing

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III. No cost to participate
IV. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.

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Figure 24: OMNIA Partners and CDW•G

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

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CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Francie Gribble will work directly with our sales leadership, Cobb County, and OMNIA Parnters to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

I. Key features of Master Agreement
II. Working knowledge of the solicitation process
III. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Name: David Hutchins
- Title: VP, Strategic Programs and Sales Enablement
- Email: David.hutchins@cdwg.com
- Phone: 847-968-9782

ii. Marketing

- Name: Lauren Bull
- Title: Manager – Public Sector Field Marketing
- Email: lbull@cdw.com
- Phone: 847-968-0257

iii. Sales

- Name: AJ Lucci
- Title: Sales Manager
- Email: ajlucci@cdwg.com
- Phone: 312-705-9355

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iv. Sales Support

- Name: Rob Sullivan
- Title: Executive Account Manager
- Email: robesul@cdwg.com
- Phone: 312-705-9505

v. Financial Reporting

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

vi. Accounts Payable

- Name: **we assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary
- Title:
- Email:
- Phone:

vii. Contracts

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

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CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.

To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Government and Strategic Programs, Ben Bourbon and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution is as simple as walking a few desks over to explain the situation.



Figure 25: CDW•G's Escalation Process

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures

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to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations.

Cobb County and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G, as well. AJ Lucci, Sales Manager; Don McCarthy. Director SLG East, Ben Bourbon, Vice President of Government Sales; and Chris Webb, Director, Capture are all high-level, accessible, points of contact focused on the success of this Agreement.

Contact information for the highest level of the executive sales team is:

- Name: Don McCarthy
- Title: Director, Area Sales
- Email: Donamcc@cdw.com
- Phone: 847-419-6317

l. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

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I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure c contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, CDW•G's Program Manager, Francie Gribble, will work directly with Cobb County and OMNIA Partners to stand-up all aspects of the new Agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to confidentiality reasons CDW•G does not release the financial information of Our customers. Should this contract be accepted, CDW•G can solicit each customer individually to determine whether their financial information may be shared.

The following are our 2021 top Public Agency OMNIA Customers:

Table 7: CDW•G Top 10 Public Agency Customers

Customer Name
NYC Dept Of Info Tech & Telecom
NYC Cyber Command
New York City Department of Education
NYPD
NYC HRA
MTA Headquarters
Kern County High School District
NYC Dept Of Health & Mental Hygiene
NYC Department of Education
NYPD

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K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means Cobb County won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize Cobb County award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend Cobb County and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, we represent that under this Agreement we will make reasonable commercial efforts to offer prices that are competitive with the prices offered to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

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Appendix A: Sample SOW

See following pages for a Sample SoW that would need to be mutually agreed upon for all Service engagments.

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STATEMENT OF WORK

Project Name:		**Seller Representative:**
Customer Name:		
CDW Affiliate:		
		Solution Architect:
SOW Created Date:		
Version:		**Drafted By**

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

Appendix B: Required Forms

See following pages for our signed forms required with this submission.

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BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: CDW Government LLC

Contact name: Eric Moore

Company address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

E-mail address: eric.moore@cdwg.com

Phone number: 765-749-9981 **Fax number:** 847-465-6800

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

David Hutchins (PLEASE PRINT/TYPE) NAME — VP Strategic Programs TITLE

SIGNATURE OF OFFICER ABOVE: David C Hutchins (SIGNATURE)

TELEPHONE: 847-968-9782 FAX: 847.465.6800

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: CDW•G does not offer Time Payment Discounts

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
N/A

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: CDW Government LLC

ADDRESS: 230 N Milwaukee Ave, Vernon Hills, IL 60061

REPRESENTATIVE: David Hutchins

PHONE: 847-968-9782 FAX: 847.465.6800

E-MAIL david.hutchins@cdwg.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

731442
EEV (E-Verify) Program Number

03/26/2008
EEV Program Date of Authorization

David C Hutchins
BY: Authorized Officer or Agent
[Contractor Name]

CDW Government LLC
Contractor Business Name

David Hutchins
Printed Name

10/11/2022
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October 2022

Notary Public Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026



Effective 09-20-2013

SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

N/A
_____ _____
EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Subcontractor Business Name
[Subcontractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Cobb County/OMNIA Technology Product Solutions and Related Services
(Project Name/Description)

AJ Lucci	Dan Gallagher	Heather Kohls
Don McCarthy	Keshun Morgan	Francie Gribble
Rob Sullivan	Anup Sreedharan	

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

David C Hutchins
Signature of Officer

David Hutchins, VP Strategic Programs P

Date 10/11/2022

Employer Name & Address:

CDW Government LLC

230 N Milwaukee Ave

Vernon Hills, IL 60061

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October, 2022

Notary Public
Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

Effective 09-20-2013

Attachment A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Signature will be provided upon contract negotiation agreement	
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

(D) 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, VP Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 10/11/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

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

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David C Hutchins

Signature of Contractor's Authorized Official

David Hutchins, VP Strategic Programs

Name and Title of Contractor's Authorized Official

10/11/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847-465-6800

Printed Name and Title of Authorized Representative:
David Hutchins, VP Strategic Programs

Email Address: david.hutchins@CDWG.com

Signature of Authorized Representative: David C Hutchins

Date 10/11/2022

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	VP Strategic Programs
Signature:	David C Hutchins	Date:	10/11/2002

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Illinois
County of Lake ss:

I, David Hutchins (name of affiant) residing in Lincolnshire (name of municipality)
in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am VP Strategic Programs (title or position) of the firm of CDW Government LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled Technology Product Solutions and Related Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Cobb County and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

October 11, 2022

David C Hutchins
Signature

David Hutchins
(Type or print name of affiant under signature)

Elizabeth Hilts
Notary public of Connecticut

My Commission expires May 31, 2026

(Seal)



ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: CDW Government LLC

Street: 230 N Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/2022
Date

David C Hutchins VP Strategic Programs
Authorized Signature and Title

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins — Signature

David Hutchins — Printed Name

VP Strategic Programs — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of October, 2_2.

(Notary Public)

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

My Commission expires: May 31, 2026

David C Hutchins
(Affiant)

David Hutchins, VP Strategic Programs
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

This link does not work. CDW•G complies with this request and have included below an image from a recently submitted OMNIA proposal. We will readily fill out the correct form when the link is fixed.



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ Bidder /Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins Signature: David C Hutchins
Title: VP, Strategic Programs Date: 4/29/2022

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	March 24, 2021

For Office Use Only:

20210324152645869

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: VP Strategic Programs

Signature David C Hutchins Date 10/11/2022

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins — Signature

10/11/2022 — Date

David Hutchins, VP Strategic Programs — Print Name and Title

Version August 19, 2022

Appendix C: Addendums

See following pages for our signed Addendums

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Cobb County Purchasing Department

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services

Proposed Language for Negotiation
191

Appendix D: Exceptions

I. Introductory Comment

CDW-G's proposed edits have been driven by the nuances between manufacturers and non-manufacturer resellers of hardware and service offerings such as CDW-G.

The below clauses and associated rationale attempt to convey those challenges and the inherent risks which are potentially subject to price contemplation in resulting offers. Thank you for the opportunity to provide the below feedback and potential future discussion on the below proposals. CDW-G appreciates the partnership with the County and the opportunity to earn additional business.

II. OVERVIEW

Section – ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s) or Term of Service "TOS" are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software, Cloud solutions, or services the awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor, Cloud solutions provider, or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

III. Cobb County General Instructions for Proposers, Terms and Conditions

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is ~~not~~ the patentee, assignee or licensee.

IX.G.i Notice Requirement

Each insurance policy required by this Contract ~~shall be endorsed to state that coverage~~ shall notify Owner in the event it is ~~be~~ suspended, voided, canceled, reduced in coverage or in limits ~~except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]~~. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

XIII. Contract – CDW-G notes that the RFP did not contain a Cobb County Sample Contract. Any proposed items for negotiation are therefore reserved for post-award review.

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XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. ~~On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late.~~ Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor ~~(or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor~~ shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all finally adjudicated claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and tangible personal property damage~~, including but not limited to intellectual property claims,~~ arising directly ~~or indirectly~~ from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. ~~The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement.~~ To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all third party claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any

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EXHIBIT II

CDW Government LLC Pricing Submission

Services/Solution Pricing Table of Contents
Catalog Pricing
Cloud Service Providers
Digital Velocity Services
Cloud Managed Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Cobb County		
Category	**Description**	**Discount % from CDW-G Advertised***
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* "Advertised Price" or "Nationally Advertised Price" or "NAP", refers to CDW-G's List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	**Discount off MSRP**
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

ServiceNow Solutions PaaS Offering	
Option	**Discount off MSRP**
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

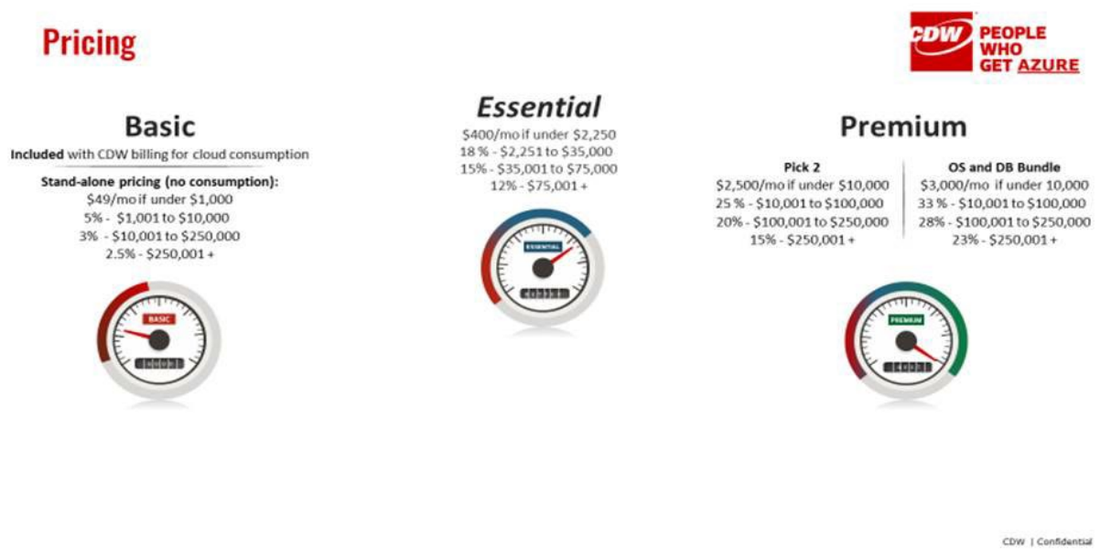
Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.
AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

For more information directly from each manufacturer, please visit the following links for more information:
Azure
AWS
GCP

Digital Velocity Services	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer / Tech. Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

ServiceNow Solutions Services	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165
ServiceNow Associate Consulting Engineer	$170
ServiceNow Engagement Manager	$235
ServiceNow Business Process Consultant	$255
ServiceNow Principal Consultant	$275
ServiceNow Organizational Change Management Consultant	$275
ServiceNow Integration Expert	$250
ServiceNow Quality Assurance Expert	$200
ServiceNow Solution Architect	$255
ServiceNow Technical Consultant / Developer	$220
ServiceNow Trainer	$235

Managed Services	
Managed Service	**Monthly Price***
Basic / Essential / Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - $0K to $10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

Amplified Services	
Google for Education (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

Staff Augmentation Services			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00
Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00

Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00
EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00

Managed Services OS	
Item	**Rate**
Windows O/S - Gold	$77.63
Linux O/S (Red Hat/ SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00

Managed Services Security	
Item	**Rate**
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02
Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84

Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10

Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00

Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50
Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10

Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00

UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50
UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50

Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is $240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement

Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

EXHIBIT III

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 IV

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 _____



Detail by Entity Name

Foreign Limited Liability Company
CDW GOVERNMENT LLC

Filing Information

Document Number	M10000000049
FEI/EIN Number	36-4230110
Date Filed	01/05/2010
State	IL
Status	ACTIVE

Principal Address

230 North Milwaukee Avenue
Vernon Hills, IL 60061

Changed: 04/26/2025

Mailing Address

230 North Milwaukee Avenue
Vernon Hills, IL 60061

Changed: 04/26/2025

Registered Agent Name & Address

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

Authorized Person(s) Detail

Name & Address

Title Manager

Leahy, Christine A.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Manager

Kulevich, Frederick J.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Manager

Bourbon, Benjamin A.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Assistant Treasurer

Chmielewski, Timothy F.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Annual Reports

Report Year	Filed Date
2025	04/26/2025
2025	08/20/2025
2026	04/21/2026

04/21/2026 -- ANNUAL REPORT	View image in PDF format
08/20/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/15/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
05/07/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/15/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- Foreign Limited	View image in PDF format

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.F. **C #:** 26292

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. PB 27-02-10-LV between the City of Sunrise and Jackson Land Development, LLC" for Citywide Utility Repair Services utilizing the City of Plantation, Florida, Agreement No. 044-26 for Citywide Utility Repair Services; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise, Utilities Department requires a Contractor to provide all labor, equipment, tools, and materials to complete repairs of water, sewer, and stormwater pipes; sewer conveyance system repairs and sewer collection system repairs; and other related repairs on an as-needed basis within the City of Sunrise Utility Service Area and inside three Water & Wastewater Treatment Plants on an as needed basis. Following a competitive solicitation, the City of Plantation awarded Contract No. 044-26 for Citywide Utility Repair Services to Jackson Land Development, LLC.

The Utilities Department evaluated available procurement options and determined that acquiring these repair services from Jackson Land Development, LLC. under this Agreement is the most advantageous approach for the City. Historically, the City has procured Citywide Utility Repair Services through the City of Plantation's Contract No. 081-21, which is set to expire, using Jackson Land Development, LLC. Jackson Land Development, LLC has served as the City of Sunrise's repair services vendor for the past seven years and has consistently delivered satisfactory performance.

City Commission approval is requested to enter into Piggyback Agreement No. 27-02-10-LV Contract No. 044-26 for Citywide Utility Repair Services to Jackson Land Development, LLC for Citywide Utility Repair Services, utilizing the City of Plantation, Florida, Agreement No. 044-26, on an as needed basis. The Agreement would be effective on December 2, 2026, and remain in effect through December 1, 2028, with renewal options available.

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

FUNDING INFORMATION:
Various Departmental Accounts

Not to exceed budgeted funds for FY 2026/2027

Subsequent years' expenditures are subject to budget approval.

ATTACHMENTS:
ATY Resolution - C26292
Piggyback Agreement - PB 27-02-10-LV
Sunbiz - Jackson Land Development, LLC

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. PB 27-02-10-LV BETWEEN THE CITY OF SUNRISE AND JACKSON LAND DEVELOPMENT, LLC" FOR CITYWIDE UTILITY REPAIR SERVICES UTILIZING THE CITY OF PLANTATION, FLORIDA, AGREEMENT NUMBER 044-026 FOR CITYWIDE UTILITY REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified contractor to provide labor, equipment, tools, and materials to complete repairs of water, sewer, and stormwater pipes; sewer conveyance system repairs and sewer collection system repairs; and other related repairs on an as-needed basis within the City of Sunrise Utility Service Area and inside three (3) Water and Wastewater Treatment Plants; and

WHEREAS, after competitive procurement, the City of Plantation, Florida, awarded Agreement No. 044-26 for Citywide Utility Repair Services to Jackson Land Development, LLC, effective December 2, 2026, through December 1, 2028; and

WHEREAS, the City of Sunrise desires to purchase utility repair services under the terms of the City of Plantation Agreement No. 044-026.

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

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

Section 2. "Piggyback Agreement No. PB 27-02-10-LV between the City of Sunrise and Jackson Land Development, LLC" (Agreement) is hereby approved in an amount not to exceed the FY 2026-2027 approved budgeted funds, with subsequent years' expenditures subject to budget approval. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. 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 4. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 5. 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 6. 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

PIGGYBACK AGREEMENT NO. PB 27-02-10-LV
BETWEEN THE CITY OF SUNRISE
AND JACKSON LAND DEVELOPMENT, LLC

This Piggyback Agreement No. PB 27-02-10-LV (Agreement) is entered into between the City of Sunrise, Florida, a Florida municipal corporation (City) and Jackson Land Development, LLC, a Florida limited liability company (Contractor) this ___ day of _____, 2026.

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

1. After competitive procurement, the City of Plantation (Awarding Entity) awarded Contractor Agreement No. 044-026 (Contract) dated October 27, 2026. A copy of the Contract is attached hereto as Exhibit 1. 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 on December 2, 2026 and shall remain in effect through December 1, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends, or extend its Contract.

3. Agreement Price and Payments. The Contractor will bill the City at the completion of each job for all material, services, and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit 1.

Contractor shall submit invoices to:

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

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

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the

addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Jackson Land Development, LLC
Attn: Humberto Viana
1500 Cordova Rd, Suite #202
Fort Lauderdale, FL 33316

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.

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

☒ **b. Insurance Requirements**. This provision shall supersede and replace Section J(i) and Exhibit "C" of the Agreement.

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 CG 20 37 07 04, or CG 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 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, FL 33351
purchasing@sunrisefl.gov

City of Sunrise
Attn: Risk Manager
Risk Management Office
10770 West. 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 7 (D) of the Agreement.

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. §286.101. 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 2 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 3, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ **r. Emergency Response.** If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement 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, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

N/A

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, and Exhibit 1, Exhibit 2, and Exhibit 3 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 1, Exhibit 2, and Exhibit 3 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 Agreement 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

JACKSON LAND DEVELOPMENT, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT 1



AGREEMENT

Between

THE CITY OF PLANTATION

AND

JACKSON LAND DEVELOPMENT, LLC

For

CITY-WIDE UTILITY REPAIR SERVICS- TERM CONTRACT

AGREEMENT NO. 044-26

Agreement
By and Between

CITY OF PLANTATION
&
JACKSON LAND DEVELOPMENT, LLC
for
CITYWIDE UTILITY REPAIR SERVICES
AGREEMENT NO. 044-26

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 27th day of October, 2026 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and JACKSON LAND DEVELOPMENT, LLC, a Florida Limited Liability Company with its principal place of business at 1500 Cordova Road Suite 202 Fort Lauderdale, FL 33316 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing City-Wide Utility Repair Services on an as-needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the City, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the City's utility infrastructure, including, but not limited to, the water distribution system, the sanitary sewer (wastewater) collection system, the stormwater utility, and associated street repair and restoration. The work shall be performed in full accordance with the plans, specifications, terms, and conditions contained in this Agreement and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide City-Wide Utility Repair Services on an as-needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the City, under a continuing services contract in accordance with the terms, conditions, and scope of services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit "A".**

The following Exhibit(s) referenced herein are hereby incorporated into this Agreement **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C"** Insurance Requirements, **Exhibit "D"** Rates, **Exhibit "E"** General Terms and Provisions, **Exhibit "F"** Addendum**, Exhibit "G"** FEMA Requirements, and **Exhibit "H"** Special Terms and Conditions.

2.3 Procurement

Whereas, the City publicly sought bids in accordance with City Code Section 2-220(e); and

Whereas, during the September 22, 2026 City Council meeting, consent agenda item No. 4, the City Council authorized and approved the City to execute an agreement with the Contractor.

3. TERMS.

3.1 Term.

A. Term. The initial agreement period shall be for two (2) years, commencing December 2, 2026. In addition, the City reserves the right to extend this Agreement for three (3) additional one (1) year periods, provided the Contractor also agrees in writing to extension upon such terms (including compensation) as the City and Contractor agree. Prices/Rates/Fees shall remain firm and fixed for the initial term of the Agreement.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of SubContractors. All work performed for Contractor by a SubContractor or Supplier will be pursuant to an appropriate agreement between Contractor and the SubContractor or Supplier, which specifically binds the SubContractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any SubContractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to SubContractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the SubContractors for the Project or Services.

C. Mechanics Liens. The Contractor covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the City, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property City by the City, against

any monies due or to become due from the City to the Contractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the Contractor further agrees to indemnify the City for any costs, charges, expenses, losses, or damages City may incur as a result of any asserted mechanics' lien. Contractor agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the Contractor's failure to do so the City shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the City chooses, at the entire cost and expense of the Contractor, the expense to include reasonable legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the City's right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation

D. Schedule of Services. Contractor shall perform the Services expeditiously, within the Project completion timelines, and in accordance with the Schedule of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

F. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

G. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and SubContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and SubContractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its SubContractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

H. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed. Under no circumstances will Contractor be entitled to any additional compensation for any delay, excusable or otherwise. In the event of any delay, excusable or otherwise, Contractor's sole and exclusive remedy shall be limited to an extension of time to complete the Work. As a condition precedent to any extension of time, Contractor shall notify the City in writing of the basis for the extension within ten (10) days of initiation of the event(s) causing the delay.

I. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubContractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

J. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit "C"**. In addition, Contractor shall not allow any SubContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubContractor has secured all insurance pursuant to **Exhibit "C".**

K. Safety. Contractor shall execute and maintain its work so as to avoid injury

or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and SubContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Compensation. At the completion of Services, the Contractor shall receive compensation at the rates listed in **Exhibit "D".**

B. Payment of Compensation. Payment shall be made upon satisfactory completion of the Work or in accordance with approved progress payments, if applicable. The Contractor shall submit invoices with sufficient detail for review. The City may withhold payment for defective or incomplete work. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The City shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to City do not include applicable state and local sales, use and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same.

C. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

D. Extra Work. At any time during the Term, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

E. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

F. Work Assignments/Task Orders (If applicable). Any Task Order commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Task Order and any extension thereof is

authorized in accordance with the CITY process and procedures. In such event, the Agreement shall be deemed to have the same completion date as the Task Order.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 8D.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible

medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without

the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

JACKSON LAND DEVELOPMENT, LLC
Edward Foss, Manager
1500 Cordova Road Suite 202, Fort Lauderdale, FL 33316
Email: Ed.Foss@Jacksonld.com

City:

Mayor
400 NW 73rd Avenue, Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue, Plantation, FL 33317
JNunemaker@Plantation.org

Procurement Director
400 NW 73rd Avenue, Plantation, FL 33317
Espencer@Plantation.org

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully

documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 8D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of

Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Vendor Certification. Contractor hereby certifies that it does not and will not use county or municipal funds to require its employees, contractors, volunteers, vendors, or agents to participate in, ascribe to, study, or receive instruction through materials relating to diversity, equity, and inclusion (DEI).

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, CITY OF PLANTATION AND JACKSON LAND DEVELOPMENT, LLC, have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____
~~April Beggerow~~, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness: _____
Typed name of Witness

Witness: _____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of October, 2026, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

Signed, Sealed in the presence of:

JACKSON LAND DEVELOPMENT, LLC
a Florida Limited Liability Company

By: _____
Edward Foss, Manager

Witness:

_____

Cristian Sanchez
Typed name of Witness

Witness:

_____

Humberto C. Viana
Typed name of Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this October 21, 2026 (*date*) by Edward Foss, as Manager of Jackson Land Development, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced DL (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC
Jennifer Zisk Garten

Notary Public State of Florida
Jennifer Lisa Zisk Garten
My Commission HH 494327
Expires 2/19/2028

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NOTICE OF AWARD

September 17, 2026

Edward R. Foss, Manager/Partner
Jackson Land Development, LLC
1500 Cordova Road, Suite 202
Fort Lauderdale, Florida 33316
Email: ed.foss@jacksonld.com

RE: ITB No. 044-26; City-Wide Utility Repair Services – Term Contract

Dear Edward R. Foss:

Congratulations. The purpose of this Notice of Award is to formally notify you that the City Council of the City of Plantation has authorized and approved the following under Consent Agenda Item No. 4 at its meeting held on September 16, 2026:

- Authorization and approval to execute an agreement between the City of Plantation and Jackson Land Development, LLC for "City-Wide Utility Repair Services - Term Contract" in accordance ITB No. 044-26. Initial two (2) year term with an option of three (3) additional one (1) year renewal periods, contingent upon the Contractor's written agreement to such extensions, including mutually agreed-upon prices, rates, and fees. Pricing shall remain fixed for the duration of each contract term. No increases will be permitted during the initial contract term.

- Authorization and approval to issue purchase/task orders (on an as-needed basis) and process payments to Jackson Land Development, LLC for "City-Wide Utility Repair Services - Term Contract" in accordance with ITB No. 044-26.

After the required protest period has passed [Tuesday, September 22. 2026 at 4:30 pm EST], a representative from the Procurement Department will be contacting you to execute a formal agreement. If no agreement is associated with this Solicitation, a representative from the requesting Department will be contacting you to issue your Company a Purchase Order.

Pricing Information:

Bid Item	Description	Unit	Unit Price
1	Laborer/Pipe layer includes all tools, equipment and PPE, Hourly rate:	Hour	$49.00
2	Crew Foreperson includes all tools, equipment and PPE, Hourly rate:	Hour	$49.00
3	Laborer/Pipe layer includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	$73.00

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4	Crew Foreperson includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	$73.00	
5	Backhoe - 3/4-yard combination backhoe front end loader with Operator	Hour	$80.00	
6	Excavator - Caterpillar Model 225 or equal, with Operator	Hour	$121.00	
7	Front End Loader, Caterpillar Model 930 or equal with Operator	Hour	$121.00	
8	Bulldozer, Caterpillar Model D.4 or equal, with Operator	Hour	$75.00	
9	Gradall, Caterpillar Model 215 or equal, with Operator	Hour	$100.00	
10	3/8 Yard Combination Backhoe/Front-End Loader, Ford Model C-40 or equal, with Operator	Hour	$50.00	
11	4 Ton Drum Compactor, Ingersoll-Rand Model SPG-24 or equal, with Operator	Hour	$70.00	
12	Vibratory Plate Compactor, Ingersoll-Rand Model BPG-9 or equal, with Operator	Hour	$75.00	
13	10 Ton Asphalt Roller, with Operator	Hour	$75.00	
14	Generated Power Mass Lighting	Hour	$65.00	
15	Flatbed Truck, Under 25,000 lbs. GVW, with Operator	Hour	$43.00	
16	Single Axle Dump Truck, with Operator	Hour	$20.00	
17	Double Axle Dump Truck, with Operator	Hour	$85.00	
18	100 C.P.M. Air Compressor w/Hose and Hammer, with Operator	Hour	$46.00	
19	3-Inch Pump With 100 Ft. Discharge Hose	Hour	$20.00	
20	6-Inch Pump With 100 Ft. Discharge Hose	Hour	$50.00	
21	4-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$25.00	
22	6-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$60.00	
23	8-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$60.00	
24	Wellpoint Equipment, 50 Points Complete	Hour	$70.00	
25	Full-size Vac Truck with required Operator(s) (minimum 10 cubic yard debris body with water jetting capabilities) **Emergency Hourly rate:**	Hour	$355.00	
26	Mobilization/Demobilization	LS	up to 5% of Items 1-25 and is capped at $5,000.00	5 %

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27	Maintenance of Traffic (MOT)	LS	up to 5% of Items 1-25	__5__%
Parts and Material Cost		Contractor's wholesale cost, **plus fifteen percent (15%)**		
Subcontracted Services Cost		Subcontracted services are to be billed at net cost. A **maximum of ten percent (10%) markup** will be allowed.		

If you have not already done so, please submit the required Certificate of Insurance naming the City as an additional insured. Additionally, please register as a City of Plantation vendor by visiting www.plantaton.org and completing the vendor application.

Note: City Council approval of an award recommendation does not constitute a binding contract with the recommended vendor, contractor, firm, or consultant until execution of a purchase order or contract by the City. The City shall be obligated to vendor, contractor, firm, or consultant for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that the vendor, contractor, firm, or consultant may incur if the City chooses not to sign such contract or issue a purchase order.

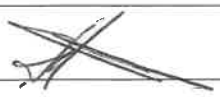
If you have any questions, please do not hesitate to contact me

Respectfully,

Procurement Agent:

Print Name:	Ayesha Mohammed
Signature:	
Date:	9/17/26

Assistant Procurement Director:

Print Name:	Asha Edwards
Signature	
Date:	9/17/2026

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Procurement Director: (Only required for items that exceed $99,999.00)

Print Name:	
Signature:	
Date:	

EXHIBIT “A”

Scope of Services

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

General Information:

The City is requesting sealed bids from Contractors to provide Citywide Utility Repair Services on an as-needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the City, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the City's utility infrastructure, including, but not limited to, the water distribution system, the sanitary sewer (wastewater) collection system, the stormwater utility, and associated street repair and restoration. Quantities are estimated and are for proposal purposes only. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Invitation to Bid by the City. When awarded, the agreement may be awarded to multiple Contractors at the City's discretion.

Contractors shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, and Local government regulations.

A. Prior to starting work, Contractor shall provide a list of job classifications and personnel who will perform work on a particular project to the City's designated representative. Contractor shall not begin, nor will they be paid for any scheduled work, without prior written or verbal authorization from the City.

B. All work shall be performed at the direction and under the supervision of the City's designated representative, according to industry standards. Final acceptance of any work performed shall be by the City. The City reserves the sole right to determine the quality and acceptability of the work.

C. The Contractor shall maintain records (time sheets) for all employees and equipment deployed for a particular job. The records shall include job identification, names of workers, their classifications, rate and periods of work. Time sheets shall be submitted to the City's designated representative for verification.

D. Purchase orders will be issued on an as-needed basis. A valid purchase order number must be referenced on all invoices submitted for payment. The Contractor's Superintendent shall not be paid unless they personally act as foreman on the job.

E. Workers shall be paid on an hourly basis, per prices provide on the Bid Form. Any time in excess of one (1) hour shall be billed and paid by the quarter hour (per fifteen minutes).

F. The cost for all equipment bid, shall be cost per hour WITH OPERATOR. Contractor shall be reimbursed on an hourly basis. Any time in excess of one (1) hour shall be billed and paid by the quarter hour (per fifteen minutes).

I. Contractor Qualifications:

Contractor(s) shall have a minimum of five (5) years of providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City. Contractor(s) shall have been in continuous operation for a minimum of the past five (5) years from the date that the ITB is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Contractor shall be a fully licensed Underground Contractor with all required Federal, State and Local government licenses/permits.

II. Standards of Work:

A. Project Intent

a. Work means the repair and maintenance services for utility repairs to City infrastructure required by the City, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

B. Schedule of Work

The Contractor shall respond to the City as stated herein.

1. Normal Working Hours: The normal working hours for City are between 7:00 a.m. to 4:00 p.m., Monday through Friday.

2. Emergency Work: The CONTRACTOR shall be available to respond to Emergency Work (repairs) requests from the CITY on a as needed basis. Emergency requests may occur during normal business hours (Monday – Friday 7AM to 4PM) and during after work hours (all times other than stated above). CONTRACTOR shall note that Emergency Work is NOT limited to AFTER HOURS (night time, weekend or national holidays) work. CONTRACTOR shall refer to the “Responding to Emergency Work” Section.

C. Work Standards

1. All work shall conform to manufacturer requirements, and applicable standards for equipment, procedures, precautions and qualifications established by, including but not limited to;

a. City of Plantation Code of Ordinance;
b. American Water Works Association (AWWA);
c. The American National Standards Institute (ANSI);
d. Occupational Safety and Health Administration (OSHA);
e. Florida Department of Transportation (FDOT)
f. South Florida Water Management District (SFWMD);
g. Florida Department of Environmental Protection (FDEP); and
h. All other applicable Federal, State & Local statutes and codes.

2. Work shall be planned, organized, and conducted so that productivity can be maintained despite occasional, unanticipated hardships or conflicts such as (but not limited to) inclement weather, equipment failures, access limitations, lake water fluctuations, resident complaints, user conflicts, etc.

3. In the event of a conflict that prevents a work crew from conducting the requested work, City shall be notified immediately, and a contingency plan shall be developed and implemented if Contractor and City mutually agree.

D. Types of Work

Work shall be performed in accordance with the applicable industry and work standards stated herein and shall include but not limited to what is stated herein. Typical work shall include:

1. Wastewater
    a. Installation/Replacement of Force Main Gate Valves and other fittings.
    b. Point Repairs or Installation to Ductile Iron Pipe or PVC Force Mains.
    c. Installation of complete by-pass pumping system including piping and manhole plugs.
    d. Point repair or installation of service laterals, and gravity sewer mains.
    e. Repair or Installation of manhole infiltration/exfiltration including all cuts and grouting required.
    f. Installation of complete of trash pump and sedimentation box with all required dewatering permits.
    g. Installation or Repair of precast concrete manhole including frame and cover and pipe tie-ins.

2. Water
    a. Point repair to Ductile Iron Pipe or PVC water mains.
    b. Replacement or Installation of Ductile Iron Pipe or PVC water mains.
    c. Installation or Replacement of gate valves associated with water mains.
    d. Installation or Repair of water services 2’’ and larger.

3. Stormwater Utility
    a. Catch basin repairs: Replacing broken frames and grates, rebuilding damaged structures, removing sediment, and repairing concrete.
    b. Storm drain pipe repairs: Fixing cracked, collapsed, separated, or corroded pipes using spot repairs, pipe replacement, or cured-in-place pipe (CIPP) lining.
    c. Manhole repairs: Rehabilitating walls, replacing frames and covers, sealing leaks, and repairing benching and channels.
    d. Culvert repairs: Repairing damaged sections, removing blockages, stabilizing inlets and outlets, or replacing deteriorated culverts.
    e. Inlet and outlet structure repairs: Reconstructing damaged concrete, replacing headwalls, wingwalls, or end sections, and restoring erosion protection.
    f. Channel repairs: Stabilizing streambanks, repairing scour damage, replacing failed channel linings, and restoring channel geometry.

g. Joint sealing and leak repairs: Sealing pipe joints to prevent infiltration and exfiltration.
h. Grate and cover replacement: Replacing damaged or noncompliant grates, covers, and safety devices.
i. Concrete repairs: Patching spalled concrete, repairing cracks, and replacing deteriorated sections of drainage structures.
j. Utility adjustment: Raising or lowering stormwater structures to match new roadway or site grades after resurfacing or reconstruction.
k. Outfall repairs: Restoring outfall structures, repairing scour holes, and reinforcing discharge areas with erosion protection.

4. Restoration
    a. Roadway, Driveway, Sidewalk, and Landscape restoration associated with the repair/installation of a Water and Wastewater Utility Service. Contractor shall only perform Restoration Services if it is associated with the repair/installation of a Water and Wastewater Utility Service being performed by the Contractor.

5. Miscellaneous Services
    a. Contractor shall provide Maintenance of Traffic (MOT), Construction Staging, and barricades and/or safety devices associated with the repair/installation of a Water and Wastewater Utility Service. Contractor shall only perform this work if it is associated with the repair/installation of a Water and Wastewater Utility Service being performed by the Contractor.

III. Responding to Emergency Work Request:

The Contractor shall provide a 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The Contractor shall provide a list of individuals and their contact information to be contacted for emergency repairs to the City and update it immediately whenever any change occurs. Emergency Work will require the following response:

A. Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a Contractor employee, not a recording or answering service.

B. Contractor personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown the Contractor shall immediately address the problem and immediately inform the City of the extent of the problem.

IV. Failure to Respond to Emergency Work Request:

A. Should the Contractor fail to meet the thirty (30) minute acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in financial consequences due to the CITY in the amount of one hundred and fifty dollars ($150.00) per hour, not to exceed four (4) hours, until the Contractor acknowledges the Emergency Work request.

B. Should the Contractor fail to meet the two (2) hour response time to be on-site for Emergency Work, unless otherwise agreed upon with the City, each failure shall result in financial consequences due to the City in the amount of two hundred and fifty dollars ($250.00) per hour for each hour past the required two-hour on-site response time.

C. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may place the Contractor in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two (2) out of four (4) consecutive occurrences.

V. Responding to Non-Emergency/Planned Work:

A. Upon request from the City, the Contractor shall submit within ten (10) calendar days, a quotation for all Non-Emergency or Planned Work based on the prices provided in the Bid Form.

VI. Failure to Provide Quotation for Non-Emergency/Planned Work:

A. By entering into this Agreement, the Contractor agrees to provide construction services to respond to the repairs or unplanned maintenance to the City's utility infrastructure, as such, any failure by the CONTRACTOR to provide a quotation and subsequently engage in the Work pursuant to said quotation, will place the Contractor in breach of the Agreement.

VII. Mobilization and Demobilization:

A. The Contractor shall be entitled for reimbursement of mobilization costs for Emergency and Non-Emergency Work requests. The amount eligible for reimbursement shall not exceed five percent (5%) of the total cost of the work performed and in accordance with the Bid Form. At no time shall the reimbursement for mobilization fee to the CONTRACTOR exceed Five Thousand ($5,000) dollars.

VIII. Maintenance of Traffic (MOT):

A. The Contractor is responsible for providing and maintaining all Maintenance of Traffic (MOT), including pedestrian traffic, at job site at all times. MOT that includes 12 or less FDOT Type I barricades with warning lights shall be considered incidental to the mobilization fee and shall not to exceed 5% of project cost.

B. For Job sites that the Contractor has identified as requiring MOT equipment, plans, and setup that exceeds the cost of 12 FDOT Type I barricades with warning lights (or the equivalent cost), the cost of such MOT shall be reimbursed to the CONTRACTOR at cost plus a markup not to exceed five percent (5%) of the invoiced amount from a FDOT certified MOT Subcontractor. The Contractor's coordination with the MOT Subcontractor shall be incidental and shall be covered in the mobilization costs. No additional payment to the Contractor from the City for coordination shall be allowed.

IX. Parts and Material Standards:

A. All work performed by the Contractor shall adhere to the applicable standards of:

1. City of Plantation Code of Ordinances;
2. Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction and Maintenance, "Green Book.", latest edition;
3. American Water Works Association Standards for Ductile Iron, HDPE and PVC pipe and fittings;
4. Manual of Uniform Traffic Control Devices, latest edition; and
5. All applicable ASTM Standards.

B. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.

C. **The cost for any materials, and parts not specified herein furnished by the Contractor shall be based on the Contractor's wholesale price and billed at the Contractor's cost, plus fifteen percent (15%).** Markup on sales tax is not permitted. A copy of the parts and materials invoice shall be submitted with the Contractors invoice.

D. The City reserves the right to review Contractor's records to verify the charges for any parts or materials billed to the City by the Contractor.

E. The Contractor shall be responsible for the provision, installation and performance of all parts, materials, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility of assuring the timely delivery of materials, parts, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.

F. City reserves the right to purchase the parts and material directly for the work, or provide the parts and materials from the City's storage/inventory.

X. Equipment Standards

A. Billing time for equipment shall be for the period of time the equipment is used for productive purposes on the job site. All equipment used shall be in proper repair. Contractor shall not be paid for downtime of equipment due to breakage, repairs, accidents, etc.

B. Whenever any piece of construction equipment has completed its function on the job, it shall immediately be removed from the site and returned to Contractor's premises, and time-on-the-job will be terminated. The Contractor may elect to terminate equipment use without removing equipment from the job site.

C. **The cost for any equipment not specified herein furnished by the Contractor shall be billed at the Contractor's wholesale cost, plus fifteen percent (15%). This cost shall also include an**

Operator if necessary. Markup on sales tax is not permitted A copy of the equipment invoice shall be submitted with the Contractors invoice.

D. The City reserves the right to review Contractor's records to verify the charges for any equipment billed to the City by the Contractor.

E. The Contractor shall be responsible for the provision, installation and performance of all equipment, services, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.

XI. Unforeseen Conditions:

A. Occasionally, repairs or restoration of facilities or property as a result of effecting repairs will require a specialty contractor for completion. The awarded Contractor shall notify the City and identify the construction materials and/or methods required. The Contractor shall be responsible for scheduling and job management through successful completion.

If, or when, unforeseen conditions occur, the Contractor shall furnish a proposal for all additional services and/or materials not covered by the contract, as needed, by the City. The City also reserves the right to add, delete or change the scope of the work, as needed. The Contractor shall receive approval prior to any changes and prices will be negotiated accordingly. After award of this proposal, all questions or concerns shall be directed to the City's designated representative.

XII. Use of Subcontractors:

A. The Contractor shall perform the work with its own employees under its immediate supervision. On occasion, the use of subcontracted services may be required. Subcontracted services are to be billed at net cost. **A maximum of ten (10%) percent markup will be allowed**. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percent mark-up cost. A copy of the Subcontractors invoice shall be submitted with Contractors invoice.

B. The City reserves the right to negotiate subcontracted work.

XIII. Setup and Connection:

A. All equipment is to be setup, connected to utilities, checked and demonstrated at no charge to the City. The Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished, Contractor-installed material and equipment.

END OF SECTION

EXHIBIT “B”

Documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award

Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Bidder's Name: JACKSON LAND DEVELOPMENT, LLC **Date:** 08/17/2026

Base Bid Total: $73,172..00

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☒XX

Minority Business Enterprise (as defined FL Statutes 288.703): Yes ☐ or No ☒XX

Submitted Forms:

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ FEMA Requirements

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☐ Bid Guarantee Form N/A

☒ Non-Collusion Certification

☒ Additional Documentation Certifying that you, your staff, or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Certificate of Insurance Requirements Form

☒ Addendum Acknowledgment Form

☒ References

☒ Drug-Free Workplace Form

☒ Qualification Statement

☐ Disclosure of Business Transaction N/A

☒ Corporate Resolution NOT APPLICABLE TO LLC. SUNBIZ ANNUAL ATTACHED FOR LIST OF MANAGER PARTNERS

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Are you submitting an equivalent product: Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: EDWARD R. FOSS

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: JACKSON LAND DEVELOPMENT, LLC

NAME: EDWARD R FOSS, MANAGER/PARTNER

ADDRESS: 1500 CORDOVA RD, SUITE 202, FORT LAUDERDALE, FL 33316

TELEPHONE NO.: 954-973-3060

FAX NO.: NO FAX

EMAIL ADDRESS: ED.FOSS@JACKSONLD.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: JACKSON LAND DEVELOPMENT, LLC

   The address of the principal place of business is: 1500 Cordova Rd, Suite 202
   Fort Lauderdale, FL 33316

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) LLC "S" CORP

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 04/02/2009
   b. State of Incorporation: FLORIDA
   c. President's Name: All officers are Manager/Partners:
   d. Vice President's Name: Kenneth Jackson
   e. Secretary's Name: Jeremy Jackson
   f. Treasurer's Name: Edward Foss
   g. Name and address of Resident Agent: Richard Buck
   Paul Possanza

   JOSEPH W LAWRENCE II
   200 SW 1ST AVENUE, SUITE 830
   FORT LAUDERDALE, FL 33316

QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: _____

   c. State whether general or limited partnership: LLC "S" CORP

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   SEE ATTACHED ANNUAL SUNBIZ REPORT TO CONFIRM MANAGING PARTNERS

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name? 17 YRS

   a. Under what other former names has your organization operated?

      N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   SEE ATTACHED STATE AND LOCAL LICENSES

8. Is the Bidder licensed in Broward County, Florida? (Y) STATE OF FLORIDA AND REGISTERED IN BROWARD COUNTY FOR THE BUSINESS (N) _____

9. Does the Bidder possess one of the following licenses issued by the State of Florida?

   a. Certified General Contractor? (Y) X (N) _____

   b. Certified Underground Contractor with all required Federal, State, and Local government licenses/permits? (Y) X (N) _____

10. Does the Bidder have a minimum of 5 years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City? (Y) X (N) _____

11. Has the Bidder been in continuous operation for a minimum of the past five (5) years from the date that the ITB is issued? (Y) X (N) _____

12. Does the Contractor's resident branch office(s) located in the tri-county area (Broward/Miami-Dade/Palm Beach County)? (Y) X (N) _____

QUALIFICATION STATEMENT

13. Has the Bidder supplied at least three (3) references demonstrating a minimum of five (5) years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City? (Y) X (N) _____

14. Have you personally inspected the site(s) of the proposed work? (Y) N/A (N) _____

15. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

16. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

17. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE ATTACHED KEY PERSONNEL

18. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

19. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

20. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

QUALIFICATION STATEMENT

21. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

If needed, attached is a list of commonly used Subconractors.

22. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

See attached Equipment List

23. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

NONE

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness MICHAEL MEADOWS

Witness BRIANNA VENTO

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

EDWARD R. FOSS
(Printed Name of Above Signer)

MANAGER/PARTNER
(Printed Title of Above Signer)

08/17/2026
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned

N/A TO LLC - SEE ATTACHED SUNBIZ ANNUAL
FOR ALL MANAGER - PARTNERS

Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This _____ day of _____, 20_____.

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000032518

Entity Name: JACKSON LAND DEVELOPMENT, LLC

Current Principal Place of Business:

1500 CORDOVA ROAD
SUITE 202
FORT LAUDERDALE, FL 33316

Current Mailing Address:

1500 CORDOVA ROAD
SUITE 202
FORT LAUDERDALE, FL 33316 US

FEI Number: 26-4606776

FILED
Jan 28, 2026
Secretary of State
5254812325CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAWRENCE, JOSEPH W II
200 SW 1ST AVENUE
SUITE 830
FORT LAUDERDALE, FL 33301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH W. LAWRENCE, II 01/28/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	JACKSON, KENNETH R	Name	JACKSON, JEREMY C
Address	1500 CORDOVA RD, SUITE 202 SUITE 202	Address	1500 CORDOVA ROAD SUITE 202
City-State-Zip:	FORT LAUDERDALE FL 33316	City-State-Zip:	FORT LAUDERDALE FL 33316
Title	MGR	Title	MGR
Name	FOSS, EDWARD	Name	BUCK, RICHARD
Address	1500 CORDOVA ROAD SUITE 202	Address	1500 CORDOVA ROAD SUITE 202
City-State-Zip:	FORT LAUDERDALE FL 33316	City-State-Zip:	FORT LAUDERDALE FL 33316
Title	MGR		
Name	POSSANZA, PAUL		
Address	1500 CORDOVA ROAD SUITE 202		
City-State-Zip:	FORT LAUDERDALE FL 33316		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEREMY JACKSON MANAGER 01/28/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

BIDDERS CERTIFICATION

ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA)

SS

COUNTY OF BROWARD)

On this 17th day of August, 20 26, before me, the undersigned authority, personally appeared EDWARD R. FOSS, to me known to be the individual described in and who executed the foregoing instrument as MANAGER/PARTNER of JACKSON LAND DEVELOPMENT, LLC Florida Corporation company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

EDWARD R. FOSS, MANAGER/PARTNER

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Claudia Alvarez (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____

(NOTARY'S SEAL)

Notary Public State of Florida
Claudia Alvarez
My Commission HH 508830
Expires 5/17/2028

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JACKSON, KENNETH ROBERT

JACKSON LAND DEVELOPMENT LLC
1500 CORDOVA RD
SUITE 202
FORT LAUDERDALE FL 33316

LICENSE NUMBER: CGC008471

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FOSS, EDWARD RAUL

JACKSON LAND DEVELOPMENT, LLC
1500 CORDOVA RD
SUITE 202
FORT LAUDERDALE FL 33316

LICENSE NUMBER: CUC052599

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Blaise Ingoglia
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR

Catherine Thrasher
BUREAU CHIEF
Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3171

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Edward R Foss
1500 Cordova Rd., Suite 202
Ft. Lauderdale FL 33316

BUSINESS ORGANIZATION: Jackson Land Development LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:	07/01/2026
Type:	09
Class:	14
County:	Broward
License/Permit #:	FPC16-000023
Expiration Date:	06/30/2028

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

Business Name: JACKSON LAND DEVELOPMENT LLC

Owner Name: EDWARD R FOSS/QUAL

Business Location: 1500 CORDOVA RD STE 202
FT LAUDERDALE

Business Phone: 9549733060

Receipt #: 189-316416

Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)

Business Opened: 05/21/2021

State/County/Cert/Reg: CUC052599

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		110		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

JACKSON LAND DEVELOPMENT LLC
1500 CORDOVA RD STE 202
FORT LAUDERDALE, FL
33316-2190

Receipt #BrendaM-25-000003
Paid 07/10/2026 150.00

2026 - 2027

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

Business Name: JACKSON LAND DEVELOPMENT LLC

Owner Name: EDWARD R FOSS/QUAL

Business Location: 1500 CORDOVA RD STE 202
FT LAUDERDALE

Business Phone: 9549733060

Receipt #: 189-316416

Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)

Business Opened: 05/21/2021

State/County/Cert/Reg: CUC052599

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		110		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #BrendaM-25-000003
Paid 07/10/2026 150.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

Business Name: JACKSON LAND DEVELOPMENT LLC

Receipt #: 180-93048
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: KENNETH R JACKSON/QUAL
Business Location: 1500 CORDOVA RD STE 202
FT LAUDERDALE
Business Phone: 954-973-3060

Business Opened: 07/16/1993
State/County/Cert/Reg: CGC008471
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		85		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

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JACKSON LAND DEVELOPMENT LLC
1500 CORDOVA RD STE 202
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33316-2190

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2026 - 2027

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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Business Name: JACKSON LAND DEVELOPMENT LLC

Receipt #: 180-93048
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: KENNETH R JACKSON/QUAL
Business Location: 1500 CORDOVA RD STE 202
FT LAUDERDALE
Business Phone: 954-973-3060

Business Opened: 07/16/1993
State/County/Cert/Reg: CGC008471
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		85		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	*Transfer Fee*	*NSF Fee*	*Penalty*	*Prior Years*	*Collection Cost*	*Total Paid*
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #BrendaM-25-000003
Paid 07/10/2026 150.00

Fill in Form

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Plantation Citywide Utility Repair Services ITB 044-26

2. This sworn statement is submitted by JACKSON LAND DEVELOPMENT, LLC (entity submitting sworn statement), whose business address is 1500 Cordova Rd, Suite 202, Fort Lauderdale, FL 33316 and its Federal Employer Identification Number (FEIN) is 26-4606776. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is EDWARD R. FOSS (please print name of individual signing), and my relationship to the entity named above is MANAGER/PARTNER.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

Fill in Form

PUBLIC ENTITY CRIMES

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) EDWARD R. FOSS

08/18/2026
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th Day of August, 2026, by EDWARD R. FOSS, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

Notary Public State of Florida
Claudia Alvarez
My Commission HH 508830
Expires 5/17/2028

NOTARY PUBLIC

SIGN: Alvarez

PRINT: Claudia Alvarez
Notary Public, State at large
My Commission Expires: 5/17/26

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS NOT APPLICABLE			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

Fill in Form

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	N/A

Witnesses:

Typed name: MICHAEL MEADOWS

Typed name: BRIANNA VENTO

BIDDER: JACKSON LAND DEVELOPMENT, LLC

By: _____

Name: EDWARD R. FOSS

Title: MANAGER/PARTNER

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17Th day of August, 2026 (*date*) by EDWARD R. FOSS, MANAGER/PARTNER who is personally known to me or who has produced _____ as identification.

My commission expires:

Notary Public State of Florida
Claudia Alvarez
My Commission HH 508830
Expires 5/17/2028

_____
NOTARY PUBLIC

Fill in Form

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature	EDWARD R. FOSS Printed Name
JACKSON LAND DEVELOPMENT, LLC Bidder Name	08/17/2026 Date

EXHIBIT “C”

Insurance Requirements

INSURANCE REQUIREMENTS

TO BE COMPLETED BY CITY'S RISK MANAGER ONLY

	Insurance Checklist		
Insurance Type #	Required	Non-Applicable	Insurance Types
1	✓		Commercial General Liability
2			Automobile Liability
3	✓		Workers Compensation and Employers Liability
4	✓		Builders Risk
5			Pollution Liability
6			Professional Liability including Errors and Omissions
7			Cyber Liability
8			Liquor Liability
9			Garage Keepers/Garage Liability
10			Other Insurance

INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Department, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of *City of Plantation 400 NW 73rd Avenue, Plantation Florida* 33317, as the certificate holder, must appear on the certificate of insurance.**

3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident. Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the City and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest

INSURANCE REQUIREMENTS

5. *Pollution Liability Insurance must be afforded for* Bodily Injury and Property Damage of not less than $1.000.000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

6. Professional Liability Insurance including Errors and Omissions with minimum limits of $1.000.000.00 per occurrence. if occurrence form is available: or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the City a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

7 Cyber Liability Insurance must be afforded for Data Breach. Media Content. Privacy Liability and Network Security of not less than $1.000.000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificnte holder, must appear on the certificate of insurance.**

8. Liquor Liability Insurance must be afforded when a licensee. vendor, concessionaire. independent contractor. or subcontractor is engaged in the business of manufacturing, distributing. selling. serving or furnishing alcoholic beverages while on City property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company. Oldwick, New Jersey, or its equivalent. subject to the approval by the City's Chief Administrative Officer or designee.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date. the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF PLANTATION CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH *CERTIFICATE OF INSURANCE.*

INSURANCE REQUIREMENTS

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement. the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply. the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein: provided. however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

JACKSON LAND DEVELOPMENT, LLC

WITNESS BRIANNA VENTO

08/17/2026

CONTRACTOR
EDWARD R. FOSS

4/13/26
DATE

CITY'S RISK MANAGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance, LLC
1607 NW 136 Avenue, Suite B-200
Sunrise FL 33323

CONTACT NAME:
PHONE (A/C, No, Ext): 9547355500 **FAX (A/C, No):**
E-MAIL ADDRESS: AcentriaCerts@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Evanston Insurance Company	35378
INSURER C : Markel American Insurance Company	28932
INSURER D : National Fire Insurance Company of Hartford	20478
INSURER E : Valley Forge Insurance Company	20508
INSURER F : The Hartford Steam Boiler Inspection and Insurance	11452

INSURED JACLA05
Jackson Land Development, LLC
1500 Cordova Rd., Suite 202
Fort Lauderdale FL 33316

COVERAGES **CERTIFICATE NUMBER:** 151931050 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6080361351	4/30/2026	4/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp/Coll	Y	Y	7011925660	4/30/2026	4/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUE7012324117	4/30/2026	4/30/2027	EACH OCCURRENCE AGGREGATE Prod/Completed Ops	$ 5,000,000 $ 5,000,000 $ Included
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 7 12168404	4/30/2026	4/30/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C F	Pollution Liability Inland Marine/Equip Cyber Liability			CPLMOL131550 MKLM2IM0004229 CYA0003400084	5/27/2025 6/24/2026 7/1/2026	5/27/2027 6/24/2027 7/1/2027	Poll Liab Limit Scheduled Equipment Cyber Liab Limit	$ 3,000,000 $10,580,500 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured for ongoing and completed operations in respect to General Liability coverage when required by written contract. Coverage is Primary and Non-contributory in respect to General Liability coverage when required by written contract. Additional Insured applies to Automobile Liability when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation coverage when required by written contract. The General Liability policy does not include any residential / habitational exclusions.
The Pollution Liability is $3,000,000 Per Occurrence.
Rented/Leased Equipment Limit: $500,000

Reference: City of Plantation - Agreement No. 044-26; City-Wide Utility Repair Services
See Attached...

CERTIFICATE HOLDER

City of Plantation
Engineering Department
401 NW 70th Terrace
Plantation FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Fydrych

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AGENCY CUSTOMER ID: JACLA05

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance, LLC	Jackson Land Development, LLC 1500 Cordova Rd., Suite 202 Fort Lauderdale FL 33316
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Plantation is included as additional insured with respect to General and Automobile Liability when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation. 10-day notice of cancellation for non-payment.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss.**

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for sixty (60) days or less the Insurer may cancel the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least:
   a. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
   b. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for any other reason, except the Insurer may cancel immediately for:
      i. A material misstatement or misrepresentation; or
      ii. A failure to comply with underwriting requirements established by the Insurer.
3. If the policy has been in effect for more than sixty (60) days the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
   a. Nonpayment of premium;
   b. A material misstatement;
   c. A failure to comply with underwriting requirements established by the Insurer within sixty (60) days of the date of effectuation of coverage;
   d. A substantial change in the risk covered by the policy; or
   e. When the cancellation is for all insureds under such policies for a given class of insureds.

   Written notice of cancellation will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, at least:
   i. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
   ii. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for the reasons stated in A.3.b., A.3.c., A.3.d. or A.3.e. above.
4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. The unearned premium shall be computed on a pro-rata basis. The unearned premium is to be mailed within fifteen (15) working days after the effective date of the cancellation. The cancellation will be effective even if the Insurer has not made or offered a refund.

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B. NON-RENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days before the expiration date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CONDITIONAL RENEWAL

1. The Insurer will mail or deliver written notice of the renewal premium to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days in advance.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for sixty (60) days or less the Insurer may cancel the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least:
   a. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
   b. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for any other reason, except the Insurer may cancel immediately for:
      i. A material misstatement or misrepresentation; or
      ii. A failure to comply with underwriting requirements established by the Insurer.
3. If the policy has been in effect for more than sixty (60) days the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
   a. Nonpayment of premium;
   b. A material misstatement;
   c. A failure to comply with underwriting requirements established by the Insurer within sixty (60) days of the date of effectuation of coverage;
   d. A substantial change in the risk covered by the policy; or
   e. When the cancellation is for all insureds under such policies for a given class of insureds.

   Written notice of cancellation will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, at least:
   i. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
   ii. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for the reasons stated in A.3.b., A.3.c., A.3.d. or A.3.e. above.
4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. The unearned premium shall be computed on a pro-rata basis. The unearned premium is to be mailed within fifteen (15) working days after the effective date of the cancellation. The cancellation will be effective even if the Insurer has not made or offered a refund.

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B. NON-RENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days before the expiration date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CONDITIONAL RENEWAL

1. The Insurer will mail or deliver written notice of the renewal premium to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days in advance.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
   a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
   b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
   c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more and the policy is cancelled for reasons other than nonpayment of premium.
   d. When the policy has been in effect for 61 days or more, we may cancel the policy only when there is:
      (1) a material misstatement
      (2) a nonpayment of premium
      (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
      (4) a substantial change in the risk covered by the policy, or
      (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.

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5. The policy period will end on the day and hour stated in the cancellation notice.
6. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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EXHIBIT “D”

Rates and Fees

BID/PROPOSAL FORM

ITB NO. 044-26
CITY-WIDE UTILITY REPAIR SERVICES - TERM CONTRACT

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by the City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above-titled project, and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

COMPANY NAME: JACKSON LAND DEVELOPMENT, LLC

Bid Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
1	Laborer/Pipe layer includes all tools, equipment and PPE, Hourly rate:	Hour	100	$ 49.00	$ 4,900.00
2	Crew Foreperson includes all tools, equipment and PPE, Hourly rate:	Hour	100	$ 49.00	$ 4,900.00
3	Laborer/Pipe layer includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	50	$ 73.00	$ 3,650.00
4	Crew Foreperson includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	50	$ 73.00	$ 3,650.00
5	Backhoe - 3/4-yard combination backhoe front end loader with Operator	Hour	50	$ 80.00	$ 4,000.00
6	Excavator - Caterpillar Model 225 or equal, with Operator	Hour	50	$ 121.00	$ 6,050.00
7	Front End Loader, Caterpillar Model 930 or equal with Operator	Hour	50	$ 121.00	$ 6,050.00
8	Bulldozer, Caterpillar Model D.4 or equal, with Operator	Hour	8	$ 75.00	$ 600.00
9	Gradall, Caterpillar Model 215 or equal, with Operator	Hour	20	$ 100.00	$ 2,000.00
10	3/8 Yard Combination Backhoe/Front-End Loader, Ford Model C-40 or equal, with Operator	Hour	40	$ 50.00	$ 2,000.00
11	4 Ton Drum Compactor, Ingersoll-Rand Model SPG-24 or equal, with Operator	Hour	4	$ 70.00	$ 280.00
12	Vibratory Plate Compactor, Ingersoll-Rand Model BPG-9 or equal, with Operator	Hour	8	$ 75.00	$ 600.00

BID/PROPOSAL FORM

Bid Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
13	10 Ton Asphalt Roller, with Operator	Hour	40	$ 75.00	$ 3,000.00
14	Generated Power Mass Lighting	Hour	8	$ 65.00	$ 520.00
15	Flatbed Truck, Under 25,000 lbs. GVW, with Operator	Hour	40	$ 43.00	$ 1,720.00
16	Single Axle Dump Truck, with Operator	Hour	8	$ 20.00	$ 160.00
17	Double Axle Dump Truck, with Operator	Hour	8	$ 85.00	$ 680.00
18	100 C.P.M. Air Compressor w/Hose and Hammer, with Operator	Hour	40	$ 46.00	$ 1,840.00
19	3-Inch Pump With 100 Ft. Discharge Hose	Hour	40	$ 20.00	$ 800.00
20	6-Inch Pump With 100 Ft. Discharge Hose	Hour	40	$ 50.00	$ 2,000.00
21	4-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$ 25.00	$ 1,000.00
22	6-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$ 60.00	$ 2,400.00
23	8-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$ 60.00	$ 2,400.00
24	Wellpoint Equipment, 50 Points Complete	Hour	40	$ 70.00	$ 2,800.00
25	Full-size Vac Truck with required Operator(s) (minimum 10 cubic yard debris body with water jetting capabilities) **Emergency Hourly rate:**	Hour	24	$ 355.00	Type text here $ 8,520.00
Sub-total (Items 1 through 25)				$ 66,520.00	
26	Mobilization/Demobilization	LS	up to 5% of Items 1-25 and is capped at $5,000.00	$ 3,236.00	5 %
27	Maintenance of Traffic (MOT)	LS	up to 5% of Items 1-25	$ 3,326.00	5 %
Total Cost (Items 1 through 27)				$ 73,172.00	

Parts and Material Cost	Contractor's wholesale cost, **plus fifteen percent (15%)**
Subcontracted Services Cost	Subcontracted services are to be billed at net cost. A **maximum of ten (10%) percent markup** will be allowed.

***The City reserves the right to increase/decrease quantities.**

BID/PROPOSAL FORM

Additional Notes:

1. Bidder understands that the Total Cost for each and every item is the result of multiplying the Estimated Annual Quantity times the Unit Price stated in figures.
2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this ITB. Pricing must include delivery and be quoted FOB: Destination.
3. City reserves the option to supply all or any material and supplies.
4. Mobilization/Demobilization: (*See Scope of Work, Section VII.*)
    a. The Contractor shall be entitled to reimbursement of mobilization costs for Emergency and Non-Emergency Work requests. The amount eligible for reimbursement shall not exceed five percent (5%) of the total cost of the work performed, in accordance with the Bid Form. At no time shall the reimbursement for the mobilization fee to the CONTRACTOR exceed Five Thousand ($5,000) dollars.
5. Maintenance of Traffic (MOT): *(See Scope of Work, Section VIII.)*
    a. The Contractor is responsible for providing and maintaining all Maintenance of Traffic (MOT), including pedestrian traffic, at the job site at all times. MOT that includes 12 or less FDOT Type I barricades with warning lights shall be considered incidental to the mobilization fee and shall not to exceed 5% of the project cost.
    b. For Job sites that the Contractor has identified as requiring MOT equipment, plans, and setup that exceed the cost of 12 FDOT Type I barricades with warning lights (or the equivalent cost), the cost of such MOT shall be reimbursed to the CONTRACTOR at cost plus a markup not to exceed five percent (5%) of the invoiced amount from an FDOT-certified MOT Subcontractor. The Contractor's coordination with the MOT Subcontractor shall be incidental and shall be covered in the mobilization costs. No additional payment to the Contractor from the City for coordination shall be allowed.
6. Parts and Material Cost: (*See Scope of Work, Section IX.*)
    a. All parts and materials utilized shall adhere to the applicable standards of:
        - City of Plantation Code of Ordinances;
        - Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction and Maintenance, "Green Book.", latest edition;
        - American Water Works Association Standards for Ductile Iron, HDPE and PVC pipe and fittings;
        - Manual of Uniform Traffic Control Devices, latest edition; and
        - All applicable ASTM Standards.
    b. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.
    c. The cost for any materials, and parts not specified herein furnished by the Contractor shall be based on the Contractor's wholesale price and billed at the Contractor's cost, **plus fifteen percent (15%).** Markup on sales tax is not permitted. A copy of the parts and materials invoice shall be submitted with the Contractors invoice.
    d. The City reserves the right to review Contractor's records to verify the charges for any parts or materials billed to the City by the Contractor.
    e. The Contractor shall be responsible for the provision, installation and performance of all parts, materials, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility of assuring the timely delivery of materials, parts, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.
    f. The City reserves the right to purchase the parts and materials directly for the work, or provide the parts and materials from the City's storage/inventory.
    g. The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the City of Plantation.

BID/PROPOSAL FORM

7. Subcontracted Cost: (*See Scope of Work, Section XII.*)
   a. The Contractor shall perform the work with its own employees under its immediate supervision. On occasion, the use of subcontracted services may be required. Subcontracted services are to be billed at net cost. **A maximum of ten (10%) percent markup will be allowed.** A markup on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percentage mark-up cost. A copy of the Subcontractors invoice shall be submitted with the contractor's invoice.
   b. The City reserves the right to negotiate subcontracted work.

END OF SECTION

GUARANTEE OF BID PROPOSAL

Name of Company: JACKSON LAND DEVELOPMENT, LLC

Street Address: 1500 CORDOVA RD, STE 202

FORT LAUDERDALE, FL 33316

City State Zip

Mailing Address: 1500 CORDOVA RD, STE 202, FORT LAUDERDALE, FL 33316

Phone No.: 954-973-3060 Fax#: _____

Email Address: ed.foss@jacksonld.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☒ Yes ☐ No If yes, License #: CUC052599/CGC008471

State of Florida Corporation ID # (From Secretary of State): DOCUMENT# L09000032518

Federal Employer Identification Number (FEIN): 26-4606776

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness MICHAEL MEADOWS

Witness BRIANNA VENTO

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

EDWARD R. FOSS
(Printed Name of Above Signer)

MANAGER/PARTNER
(Printed Title of Above Signer)

08/17/2026
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

Failure to return this form completed on or before the bid date shall result in your Bid Submittal being deemed Non-Responsive.

EXHIBIT “E”

General Terms and Provisions

GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL" (If Applicable)

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing the minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

GENERAL TERMS AND PROVISIONS

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially

the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee

who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Ayesha Mohammed, Procurement Agent
401 NW 70th Terrace
Plantation, FL 33317 *and/or via email*: amohammed@Plantation.org.

The Evaluation Committee/Staff member may not, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing

of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company 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.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. 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)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. 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: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 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)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

B. 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.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness MICHAEL MEADOWS

Witness BRIANNA VENTO

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

EDWARD R. FOSS
(Printed Name of Above Signer)

MANAGER/PARTNER
(Printed Title of Above Signer)

08/17/2026
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of AUGUST, 2026, by EDWARD R. FOSS, as MANAGER/PARTNER for JACKSON LAND DEVELOPMENT, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: Claudia Alvarez

State of Florida at Large (Seal)

My commission expires:

Notary Public State of Florida
Claudia Alvarez
My Commission HH 508830
Expires 5/17/2028

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

Failure to return this form completed on or before the bid date shall result in your Bid Submittal being deemed Non-Responsive.

EXHIBIT “F”

Addendums

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, EDWARD R. FOSS, on this 17th, day of August, 2026 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB 044-26.

Addenda Numbers Received:

No. 1 dated 07/21/2026

No. 2 dated 07/23/2026

No. 3 dated 08/06/2026

No 4. dated 08/10/2026

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: EDWARD R. FOSS

TITLE OF ABOVE: MANAGER/PARTNER

COMPANY NAME: JACKSON LAND DEVELOPMENT, LLC

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ADDENDUM NO. 1

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **July 21, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – What is the Budget/Engineer's estimate for this project?

Response No. 1 – The City did not budget a specific dollar amount for the associated work. I can confirm that in FY25 the City spent a total of $310,771.80.

Question No. 2 – What is the minimum dollar amount for a task order?

Response No. 2 – There is no minimum. Work is requested as needed.

Question No. 3 – The bid docs state a bid bond is NOT required but all state the bid bond shall be received at the city clerks office BEFORE the due date and time. Please clarify if bid bond is required or not

Response No. 3 – As stated on the Cover Sheet and the Notice to Bidders, "a Bid Security is not required for this solicitation".

Question No. 4 – Please confirm if there will be a pre-bid meeting.

Response No. 4 – There is no pre-bid/site visit currently scheduled for this solicitation.

Question No. 5 – Are there any SBEs/DBEs requirements?

Response No. 5 – Currently, there are no DBE or SBE Requirement to be completed for this solicitation. However, if the City receives funding from source that requires these provisions, the City reserves the right to issue supplemental term and conditions that support these requirements

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amongst others that may be necessary to comply with external funding sourcing from a task order (project) to task order (project) basis.

Question No. 6 – We respectfully request that Refratta's 100% pure-fused calcium aluminate coating be approved as an equal under that manhole rehabilitation specifications.

Response No. 6 – Bidders may submit a product that they feel is equivalent to the City-published specification with their bid submittal. The burden of proof shall be solely on the Bidder, and the Bidder shall provide all necessary information/documentation, in accordance with Article 8 of the General Terms and Conditions and Section 01300, Paragraph 1.06 O of the Technical Specifications, to support their claim. The City, in its sole discretion, shall determine if the proposed equivalent product meets or exceeds the published specifications. The City will not be pre-approving any products. The City will review equivalent products after the bid is formally opened. If the City determines that Bidder's product(s) does not meet the published specification(s), the Bidder's submitted process will revert to the City's published specification, unless the Bidder withdraws their submittal.

Question No. 7 – We respectfully request that Global Materials Company be approved as a CIPP liner manufacturer.

Response No. 7 – Bidders may submit a product that they feel is equivalent to the City-published specification with their bid submittal. The burden of proof shall be solely on the Bidder, and the Bidder shall provide all necessary information/documentation, in accordance with Article 8 of the General Terms and Conditions and Section 01300, Paragraph 1.06 O of the Technical Specifications, to support their claim. The City, in its sole discretion, shall determine if the proposed equivalent product meets or exceeds the published specifications. The City will not be pre-approving any products. The City will review equivalent products after the bid is formally opened. If the City determines that Bidder's product(s) does not meet the published specification(s), the Bidder's submitted process will revert to the City's published specification, unless the Bidder withdraws their submittal.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: JACKSON LAND DEVELOPMENT, LLC

Plantation
the grass is greener

ADDENDUM NO. 2

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **July 23, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

Please find the Revised Cover Sheet attached. Please note that there was a typo. "PUBLIC CONSTRUCTION BOND - ~~NOT APPLICABLE~~ MAY BE REQUIRED FOR SPECIFIC TASKS/WORK ORDERS (Pursuant to Section 255.05, Florida Statutes)".

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: JACKSON LAND DEVELOPMENT, LLC

Plantation
the grass is greener

ADDENDUM NO. 3

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **August 6, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Please confirm whether the Builder's Risk Insurance is required or not for this solicitation.

Response No. 1 – Builder's Risk Insurance is not required.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: JACKSON LAND DEVELOPMENT, LLC

Plantation
the grass is greener

ADDENDUM NO. 4

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **August 10, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could you please review Item 16.4, "Minimum Qualifications," in the "Instructions to Bidders" to include a Certified General Contractor?

Response No. 1 – No. Item 16.4, "Minimum Qualifications," will remain as written and will not be amended to include a Certified General Contractor.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: JACKSON LAND DEVELOPMENT, LLC

EXHIBIT “G”

FEMA REQUIREMENTS

FEMA REQUIREMENTS

Fill in Form

TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

    The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

10. Time and Material Contracting (if required)

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

11. Termination for Cause and Convenience

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

12. Equal Employment Opportunity

a. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local

government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

13. Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from

any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

14. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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

b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

15. Suspension and Debarment

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

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

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

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

17. EPA Designated Items

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

18. Access to Records

The following access to records requirements apply to this contract:

a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

19. Davis-Bacon Act

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

20. Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

21. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

22. Compliance with Federal Law Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23. No Obligation by Federal Government

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

24. Program Fraud and False or Fraudulent Statements or Related Acts

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

25. Miscellaneous.

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City, shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: JACKSON LAND DEVELOPMENT, LLC

By (sign): _____

Print Name: EDWARD R. FOSS, MANAGER/PARTNER

FEMA REQUIREMENTS

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th (*date*) by EDWARD R. FOSS (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Jackson Land Development, LLC (*name of company acknowledging*), a Florida (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

NOTARY PUBLIC

Notary Public State of Florida
Claudia Alvarez
My Commission HH 508830
Expires 5/17/2028

EXHIBIT “H”

SPECIAL TERMS AND CONDITIONS

A. Warranty

The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the City; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall be for a period of one (1) year from acceptance by the City and excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

B. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

2. In the event the Contractor encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.

3. The Contractor shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

C. Safety of Persons and Property

1. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

    a. employees at the Project site and other persons who may be affected thereby;

    b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

    c. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the City or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

6. When applicable, the Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City and Consultant.

7. The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

D. <u>Uncovering of Work</u>

1. If a portion of the Work is covered contrary to the City’s request, it must, if required in writing by the City, be uncovered for the City’s inspection and be replaced at the Contractor's expense.

E. <u>Correction of Work</u>

1. The Contactor shall promptly, in a technically appropriate time period, correct Work rejected by the City or failing to conform to the applicable standard detailed requirements. The Contactor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the City services and expenses made necessary thereby.

2. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detailed requirements or to have failed, the Contractor shall

correct it promptly, in a technically appropriate time period, after receipt of written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice after discovery of the condition.

3. The Contractor shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the Contractor nor accepted by the City.

4. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it at the Contractor's expense. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the City may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the City's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the Work requirements.

F. Cleaning Up

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

2. If the Contractor fails to clean up as directed, the City may do so and the cost thereof shall be charged to the Contractor.

3. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.

4. The Work Site includes the immediate area of the Site, ingress and egress routes through City's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the City's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the City provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the City.

5. IF requested by the City, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.

6. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

7. If directed by the City, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

G. Project Closeout

1. When Contractor considers the Work to be completed at the end of each Work assignment, Contractor shall submit written certification to the City that the Work is completed and ready for final inspection. Include the following:

    a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

    b. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

H. Final Cleaning

1. Remove any temporary protection and facilities installed for protection of the work area or equipment during general electrical repair work.

2. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.

3. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

I. Changes in Quantities

1. The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

J. Permits, Fees and Notices (If Applicable)

1. Permit fees required by the Work shall be eligible for reimbursement by the City to the Contractor upon presentation of receipts by the Contractor.

2. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

K. Public Construction Bond(s)

1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

L. Completion of Work:

1. The Work shall be performed on an as needed basis and completed within the time frames established by the City and the Contractor over the life of the Agreement.

M. Contractor Services and Responsibilities

1. The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

2. Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, startup and proper completion of the Work.

   Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

3. The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

4. The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

5. If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

6. The Contractor shall correct Work which does not conform to the Bid Documents.

7. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

8. The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

9. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

10. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

11. The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

12. The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

13. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

14. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

15. Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

16. Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

17. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other

persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

18. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

N. **Risk of Loss; Title:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

O. **Use of Premises**: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

P. **Access to Work**: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

Q. **Survival of Obligations**: All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

R. Work by City or City's Contractors

1. The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

2. The Contractor shall afford the City's separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

3. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

S. Responding to Emergency Work Request:

The Contractor shall provide 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The Contractor shall provide a list of individuals and their contact information to be contacted for emergency repairs to the City and update it immediately whenever any change occurs. Emergency Work will require the following response:

Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a Contractor employee, not a recording or answering service.

Contractor personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown the Contractor shall immediately address the problem and immediately inform the City of the extent of the problem.

T. Failure to Respond to Emergency Work Request:

1. Should the Contractor fail to meet the thirty (30) minutes acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in liquidated damages due to the CITY in the amount of fifty dollars ($20.00) per hour, not to exceed four (4) hours, until the Contractor acknowledges the Emergency Work request.

2. Should the Contractor fail to meet the two (2) hour response time to be on-site for Emergency Work, unless otherwise agreed upon with the City, each failure shall result in liquidated damages due to the City in the amount of one hundred and fifty dollars ($100.00) per hour for each hour past the required two-hour on-site response time.

3. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may, place the Contractor in breach of the

Agreement. Consistent failure to respond is defined as not responding within the required response time on two (2) out of four (4) consecutive occurrences.

U. <u>Failure to Provide Quotation for Non-Emergency/Planned Work:</u>

By entering into this Agreement, the Contractor agrees to provide Services to respond to the repairs or unplanned maintenance to the City's infrastructure, as such, any failure by the CONTRACTOR to provide a quotation and subsequently engage in the Work pursuant to said quotation, will place the Contractor in breach of the Agreement.

END OF SECTION

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NOTICE OF AWARD

September 17, 2026

Edward R. Foss, Manager/Partner
Jackson Land Development, LLC
1500 Cordova Road, Suite 202
Fort Lauderdale, Florida 33316
Email: ed.foss@jacksonld.com

RE: ITB No. 044-26; City-Wide Utility Repair Services – Term Contract

Dear Edward R. Foss:

Congratulations. The purpose of this Notice of Award is to formally notify you that the City Council of the City of Plantation has authorized and approved the following under Consent Agenda Item No. 4 at its meeting held on September 16, 2026:

- Authorization and approval to execute an agreement between the City of Plantation and Jackson Land Development, LLC for "City-Wide Utility Repair Services - Term Contract" in accordance ITB No. 044-26. Initial two (2) year term with an option of three (3) additional one (1) year renewal periods, contingent upon the Contractor's written agreement to such extensions, including mutually agreed-upon prices, rates, and fees. Pricing shall remain fixed for the duration of each contract term. No increases will be permitted during the initial contract term.

- Authorization and approval to issue purchase/task orders (on an as-needed basis) and process payments to Jackson Land Development, LLC for "City-Wide Utility Repair Services - Term Contract" in accordance with ITB No. 044-26.

After the required protest period has passed [Tuesday, September 22. 2026 at 4:30 pm EST], a representative from the Procurement Department will be contacting you to execute a formal agreement. If no agreement is associated with this Solicitation, a representative from the requesting Department will be contacting you to issue your Company a Purchase Order.

Pricing Information:

Bid Item	Description	Unit	Unit Price
1	Laborer/Pipe layer includes all tools, equipment and PPE, Hourly rate:	Hour	$49.00
2	Crew Foreperson includes all tools, equipment and PPE, Hourly rate:	Hour	$49.00
3	Laborer/Pipe layer includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	$73.00

NOTICE OF AWARD

4	Crew Foreperson includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	$73.00	
5	Backhoe - 3/4-yard combination backhoe front end loader with Operator	Hour	$80.00	
6	Excavator - Caterpillar Model 225 or equal, with Operator	Hour	$121.00	
7	Front End Loader, Caterpillar Model 930 or equal with Operator	Hour	$121.00	
8	Bulldozer, Caterpillar Model D.4 or equal, with Operator	Hour	$75.00	
9	Gradall, Caterpillar Model 215 or equal, with Operator	Hour	$100.00	
10	3/8 Yard Combination Backhoe/Front-End Loader, Ford Model C-40 or equal, with Operator	Hour	$50.00	
11	4 Ton Drum Compactor, Ingersoll-Rand Model SPG-24 or equal, with Operator	Hour	$70.00	
12	Vibratory Plate Compactor, Ingersoll-Rand Model BPG-9 or equal, with Operator	Hour	$75.00	
13	10 Ton Asphalt Roller, with Operator	Hour	$75.00	
14	Generated Power Mass Lighting	Hour	$65.00	
15	Flatbed Truck, Under 25,000 lbs. GVW, with Operator	Hour	$43.00	
16	Single Axle Dump Truck, with Operator	Hour	$20.00	
17	Double Axle Dump Truck, with Operator	Hour	$85.00	
18	100 C.P.M. Air Compressor w/Hose and Hammer, with Operator	Hour	$46.00	
19	3-Inch Pump With 100 Ft. Discharge Hose	Hour	$20.00	
20	6-Inch Pump With 100 Ft. Discharge Hose	Hour	$50.00	
21	4-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$25.00	
22	6-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$60.00	
23	8-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	$60.00	
24	Wellpoint Equipment, 50 Points Complete	Hour	$70.00	
25	Full-size Vac Truck with required Operator(s) (minimum 10 cubic yard debris body with water jetting capabilities) **Emergency Hourly rate:**	Hour	$355.00	
26	Mobilization/Demobilization	LS	up to 5% of Items 1-25 and is capped at $5,000.00	5 %

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27	Maintenance of Traffic (MOT)	LS	up to 5% of Items 1-25	__5__%
Parts and Material Cost		Contractor's wholesale cost, **plus fifteen percent (15%)**		
Subcontracted Services Cost		Subcontracted services are to be billed at net cost. A **maximum of ten percent (10%) markup** will be allowed.		

If you have not already done so, please submit the required Certificate of Insurance naming the City as an additional insured. Additionally, please register as a City of Plantation vendor by visiting www.plantaton.org and completing the vendor application.

Note: City Council approval of an award recommendation does not constitute a binding contract with the recommended vendor, contractor, firm, or consultant until execution of a purchase order or contract by the City. The City shall be obligated to vendor, contractor, firm, or consultant for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that the vendor, contractor, firm, or consultant may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me

Respectfully,

Procurement Agent:

Print Name:	Ayesha Mohammed
Signature:	
Date:	9/17/26

Assistant Procurement Director:

Print Name:	Asha Edwards
Signature	
Date:	9/17/2026

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Procurement Director: (Only required for items that exceed $99,999.00)

Print Name:	
Signature:	
Date:	

City of Plantation

Bid Tabulation Sheet

Bid Title: City-Wide Utility Repair Services - Term Contract

Invitation to Bid (ITB) No. 044-26

Date: August 18, 2026

Procurement: **Ayesha Mohammed**
City Clerk: **Nerissa Manic**

Bidder	Total Cost	Original Bid Bond Submitted	Plantation Local Business pursuant to Section 2-227 City Code
Jackson Land Development, LLC	$73,172.00	N/A	No
Hinterland Group, LLC	$99,010.00	N/A	No
Johnson-Davis Incorporated	$134,969.00	N/A	No
Marcdan, Inc.	$139,957.40	N/A	No
Huurr Homes, LLC	$153,677.82	N/A	No
DP Development, LLC	$202,564.85	N/A	No
Neucor Construction, Inc.	$221,263.08	N/A	No
Southern Underground Industries, Inc.	$331,355.00	N/A	No
David Mancini and Sons, Inc.	$425,402.00	N/A	No
Intercounty Engineering, Inc.	$477,387.60	N/A	No

Notes:

1) **The above abstract of the bid amounts of the received bids is made available for information only.**
2) **The City of Plantation has a pending review of the Qualifications of Bidders and the received bid documentation, prior to making a determination of the lowest, responsive responsible Bidder.**
3) **The City of Plantation shall have no liability to any successful Bidder unless and until the City executes a contract with such Bidder.**

ADDENDUM NO. 4

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **August 10, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could you please review Item 16.4, "Minimum Qualifications," in the "Instructions to Bidders" to include a Certified General Contractor?

Response No. 1 – No. Item 16.4, "Minimum Qualifications," will remain as written and will not be amended to include a Certified General Contractor.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____

ADDENDUM NO. 3

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **August 6, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Please confirm whether the Builder's Risk Insurance is required or not for this solicitation.

Response No. 1 – Builder's Risk Insurance is not required.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____

ADDENDUM NO. 2

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **July 23, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

Please find the Revised Cover Sheet attached. Please note that there was a typo. "PUBLIC CONSTRUCTION BOND - ~~NOT APPLICABLE~~ MAY BE REQUIRED FOR SPECIFIC TASKS/WORK ORDERS (Pursuant to Section 255.05, Florida Statutes)".

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____

CITY OF PLANTATION



INVITATION TO BID

ITB NO. 044-26

"CITY-WIDE UTILITY REPAIR SERVICES - TERM CONTRACT"

BID OPENING DATE: TUESDAY, AUGUST 18. 2026

BID OPENING TIME: 11:00 AM

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation, FL- City Hall Council Chambers

BID REQUIREMENTS

BID BOND – NOT REQUIRED

FINANCIAL CONSEQUENCES - APPLICABLE

PUBLIC CONSTRUCTION BOND – ~~NOT APPLICABLE~~ MAY BE REQUIRED FOR SPECIFIC TASKS/WORK ORDERS (Pursuant to Section 255.05, Florida Statutes)

Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: AYESHA MOHAMMED

ADDRESS: 401 NW 70TH TERRACE, PLANTATION, FL 33317

EMAIL: AMOHAMMED@PLANTATION.ORG

PHONE NUMBER: (954) 797-2226

PROCUREMENT DEPARTMENT

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ADDENDUM NO. 1

ITB No. 044-26

TITLE: **City-Wide Utility Repair Services – Term Contract**

DATE: **July 21, 2026**

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above-referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – What is the Budget/Engineer's estimate for this project?

Response No. 1 – The City did not budget a specific dollar amount for the associated work. I can confirm that in FY25 the City spent a total of $310,771.80.

Question No. 2 – What is the minimum dollar amount for a task order?

Response No. 2 – There is no minimum. Work is requested as needed.

Question No. 3 – The bid docs state a bid bond is NOT required but all state the bid bond shall be received at the city clerks office BEFORE the due date and time. Please clarify if bid bond is required or not

Response No. 3 – As stated on the Cover Sheet and the Notice to Bidders, "a Bid Security is not required for this solicitation".

Question No. 4 – Please confirm if there will be a pre-bid meeting.

Response No. 4 – There is no pre-bid/site visit currently scheduled for this solicitation.

Question No. 5 – Are there any SBEs/DBEs requirements?

Response No. 5 – Currently, there are no DBE or SBE Requirement to be completed for this solicitation. However, if the City receives funding from source that requires these provisions, the City reserves the right to issue supplemental term and conditions that support these requirements

amongst others that may be necessary to comply with external funding sourcing from a task order (project) to task order (project) basis.

Question No. 6 – **We respectfully request that Refratta's 100% pure-fused calcium aluminate coating be approved as an equal under that manhole rehabilitation specifications.**

Response No. 6 – Bidders may submit a product that they feel is equivalent to the City-published specification with their bid submittal. The burden of proof shall be solely on the Bidder, and the Bidder shall provide all necessary information/documentation, in accordance with Article 8 of the General Terms and Conditions and Section 01300, Paragraph 1.06 O of the Technical Specifications, to support their claim. The City, in its sole discretion, shall determine if the proposed equivalent product meets or exceeds the published specifications. The City will not be pre-approving any products. The City will review equivalent products after the bid is formally opened. If the City determines that Bidder's product(s) does not meet the published specification(s), the Bidder's submitted process will revert to the City's published specification, unless the Bidder withdraws their submittal.

Question No. 7 – **We respectfully request that Global Materials Company be approved as a CIPP liner manufacturer.**

Response No. 7 – Bidders may submit a product that they feel is equivalent to the City-published specification with their bid submittal. The burden of proof shall be solely on the Bidder, and the Bidder shall provide all necessary information/documentation, in accordance with Article 8 of the General Terms and Conditions and Section 01300, Paragraph 1.06 O of the Technical Specifications, to support their claim. The City, in its sole discretion, shall determine if the proposed equivalent product meets or exceeds the published specifications. The City will not be pre-approving any products. The City will review equivalent products after the bid is formally opened. If the City determines that Bidder's product(s) does not meet the published specification(s), the Bidder's submitted process will revert to the City's published specification, unless the Bidder withdraws their submittal.

Bids **must** be submitted on or before **August 18, 2026 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 044-26.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____

CITY OF PLANTATION

Plantation
the grass is greener®

INVITATION TO BID

ITB NO. 044-26

"CITY-WIDE UTILITY REPAIR SERVICES - TERM CONTRACT"

BID OPENING DATE: TUESDAY, AUGUST 18. 2026

BID OPENING TIME: 11:00 AM

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation, FL- City Hall Council Chambers

BID REQUIREMENTS

BID BOND – NOT REQUIRED

FINANCIAL CONSEQUENCES – APPLICABLE

PUBLIC CONSTRUCTION BOND – NOT APPLICABLE

Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: AYESHA MOHAMMED

ADDRESS: 401 NW 70TH TERRACE, PLANTATION, FL 33317

EMAIL: AMOHAMMED@PLANTATION.ORG

PHONE NUMBER: (954) 797-2226

PROCUREMENT DEPARTMENT

Procurement Division
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Division
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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CITY OF PLANTATION

INVITATION TO BID

ITB NO. 044-26

CITY-WIDE UTILITY REPAIR SERVICES – TERM CONTRACT

CITY OF PLANTATION

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, AUGUST 18, 2026.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

A BID BOND IS NOT REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

GENERAL DESCRIPTION OF SCOPE OF SERVICES:

- THE CITY IS REQUESTING PROPOSALS FOR SERVICES RELATED TO CITYWIDE UTILITY REPAIR SERVICES ON AN AS-NEEDED BASIS, BOTH EMERGENCY AND NON-EMERGENCY WORK ON THE UTILITY INFRASTRUCTURE OWNED AND OPERATED BY THE CITY, UNDER A CONTINUING SERVICES CONTRACT. THE WORK SHALL GENERALLY CONSIST OF EMERGENCY AND NON-EMERGENCY REPAIRS TO THE CITY'S UTILITY INFRASTRUCTURE, INCLUDING, BUT NOT LIMITED TO, THE WATER DISTRIBUTION SYSTEM, THE SANITARY SEWER (WASTEWATER) COLLECTION SYSTEM, THE STORMWATER UTILITY, AND ASSOCIATED STREET REPAIR AND RESTORATION. THE WORK SHALL BE PERFORMED IN FULL ACCORDANCE WITH THE PLANS, SPECIFICATIONS, TERMS, AND CONDITIONS CONTAINED IN THIS INVITATION TO BID.

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO AYESHA MOHAMMED, PROCUREMENT AGENT, 401 NW 70TH TERRACE, PLANTATION, FLORIDA. AYESHA MOHAMMED CAN BE REACHED AT 954-797-2226, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: AMOHAMMED@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

ITB NO. 044-26
CITY-WIDE UTILITY REPAIR SERVICES - TERM CONTRACT

The City of Plantation, Florida is soliciting bids for **City-Wide Utility Repair Services**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for services related to City-Wide Utility Repair Services on an as-needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the City, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the City's utility infrastructure, including, but not limited to, the water distribution system, the sanitary sewer (wastewater) collection system, the stormwater utility, and associated street repair and restoration. The work shall be performed in full accordance with the plans, specifications, terms, and conditions contained in this Invitation to Bid.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

Important Time(s) and Date(s):

- Bid Opening: August 18, 2026, at 11:00 am EST
  - Location: 400 NW 73rd Ave, Plantation, FL- City Hall, Council Chambers

A Bid Security is not required for this solicitation. The original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, on or **BEFORE** the due date and time of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Ayesha Mohammed**, 401 NW 70th Terrace, Plantation, Florida 33317. Ayesha Mohammed can be reached at 954-797-2226, Monday through Friday, 8 AM to 4:30 PM, Email: AMohammed@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All

work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8.2. The Bidder shall warrant, at a minimum, all materials and workmanship for a period of one (1) year from the date of acceptance.

9. EXAMINATION OF BID DOCUMENTS AND SITE

9.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to

the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF BIDS

11.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

13. OPENING OF BIDS

13.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no

enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

15. INDEMNITY

15.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF BIDDERS

16.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

16.4. "Minimum Qualifications" – The bidder shall be licensed in Broward County and possess one of the following licenses issued by the State of Florida: Certified Underground Contractor with all required Federal, State, and Local government licenses/permits. Additionally, the Bidder shall have a minimum of five (5) years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City. Contractor(s) shall have been in continuous operation for a minimum of the past five (5) years from the date that the ITB is issued. The Contractor must have a resident branch office(s) located in the Florida tri-county area (Broward/Miami-Dade/Palm Beach County). The Bidder must supply at least three (3) references demonstrating a minimum of five (5) years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City.

17. BID SECURITY

17.1. **An original bid bond is not required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the

public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

17.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal (if applicable). However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

18.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

19. FINANCIAL CONSEQUENCES

19.1 That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the

corrective action plan is unacceptable to the City, the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

21. CONTRACT TIMELINE

21.1. Initial two (2) year term with an option of three (3) additional one (1) year renewal periods. Pricing shall remain fixed for the duration of each contract term. No increases will be permitted during the initial contract term.

22. CONTRACT SECURITY (IF APPLICABLE)

22.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

END OF SECTION

EXHIBIT “A”

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

General Information:

The City is requesting sealed bids from Contractors to provide Citywide Utility Repair Services on an as-needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the City, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the City's utility infrastructure, including, but not limited to, the water distribution system, the sanitary sewer (wastewater) collection system, the stormwater utility, and associated street repair and restoration. Quantities are estimated and are for proposal purposes only. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Invitation to Bid by the City. When awarded, the agreement may be awarded to multiple Contractors at the City's discretion.

Contractors shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, and Local government regulations.

A. Prior to starting work, Contractor shall provide a list of job classifications and personnel who will perform work on a particular project to the City's designated representative. Contractor shall not begin, nor will they be paid for any scheduled work, without prior written or verbal authorization from the City.

B. All work shall be performed at the direction and under the supervision of the City's designated representative, according to industry standards. Final acceptance of any work performed shall be by the City. The City reserves the sole right to determine the quality and acceptability of the work.

C. The Contractor shall maintain records (time sheets) for all employees and equipment deployed for a particular job. The records shall include job identification, names of workers, their classifications, rate and periods of work. Time sheets shall be submitted to the City's designated representative for verification.

D. Purchase orders will be issued on an as-needed basis. A valid purchase order number must be referenced on all invoices submitted for payment. The Contractor's Superintendent shall not be paid unless they personally act as foreman on the job.

E. Workers shall be paid on an hourly basis, per prices provide on the Bid Form. Any time in excess of one (1) hour shall be billed and paid by the quarter hour (per fifteen minutes).

F. The cost for all equipment bid, shall be cost per hour WITH OPERATOR. Contractor shall be reimbursed on an hourly basis. Any time in excess of one (1) hour shall be billed and paid by the quarter hour (per fifteen minutes).

I. Contractor Qualifications:

Contractor(s) shall have a minimum of five (5) years of providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City. Contractor(s) shall have been in continuous operation for a minimum of the past five (5) years from the date that the ITB is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Contractor shall be a fully licensed Underground Contractor with all required Federal, State and Local government licenses/permits.

II. Standards of Work:

A. Project Intent

a. Work means the repair and maintenance services for utility repairs to City infrastructure required by the City, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

B. Schedule of Work

The Contractor shall respond to the City as stated herein.

1. Normal Working Hours: The normal working hours for City are between 7:00 a.m. to 4:00 p.m., Monday through Friday.

2. Emergency Work: The CONTRACTOR shall be available to respond to Emergency Work (repairs) requests from the CITY on a as needed basis. Emergency requests may occur during normal business hours (Monday – Friday 7AM to 4PM) and during after work hours (all times other than stated above). CONTRACTOR shall note that Emergency Work is NOT limited to AFTER HOURS (night time, weekend or national holidays) work. CONTRACTOR shall refer to the “Responding to Emergency Work” Section.

C. Work Standards

1. All work shall conform to manufacturer requirements, and applicable standards for equipment, procedures, precautions and qualifications established by, including but not limited to;

a. City of Plantation Code of Ordinance;
b. American Water Works Association (AWWA);
c. The American National Standards Institute (ANSI);
d. Occupational Safety and Health Administration (OSHA);
e. Florida Department of Transportation (FDOT)
f. South Florida Water Management District (SFWMD);
g. Florida Department of Environmental Protection (FDEP); and
h. All other applicable Federal, State & Local statutes and codes.

2. Work shall be planned, organized, and conducted so that productivity can be maintained despite occasional, unanticipated hardships or conflicts such as (but not limited to) inclement weather, equipment failures, access limitations, lake water fluctuations, resident complaints, user conflicts, etc.

3. In the event of a conflict that prevents a work crew from conducting the requested work, City shall be notified immediately, and a contingency plan shall be developed and implemented if Contractor and City mutually agree.

D. Types of Work

Work shall be performed in accordance with the applicable industry and work standards stated herein and shall include but not limited to what is stated herein. Typical work shall include:

1. Wastewater
    a. Installation/Replacement of Force Main Gate Valves and other fittings.
    b. Point Repairs or Installation to Ductile Iron Pipe or PVC Force Mains.
    c. Installation of complete by-pass pumping system including piping and manhole plugs.
    d. Point repair or installation of service laterals, and gravity sewer mains.
    e. Repair or Installation of manhole infiltration/exfiltration including all cuts and grouting required.
    f. Installation of complete of trash pump and sedimentation box with all required dewatering permits.
    g. Installation or Repair of precast concrete manhole including frame and cover and pipe tie-ins.

2. Water
    a. Point repair to Ductile Iron Pipe or PVC water mains.
    b. Replacement or Installation of Ductile Iron Pipe or PVC water mains.
    c. Installation or Replacement of gate valves associated with water mains.
    d. Installation or Repair of water services 2’’ and larger.

3. Stormwater Utility
    a. Catch basin repairs: Replacing broken frames and grates, rebuilding damaged structures, removing sediment, and repairing concrete.
    b. Storm drain pipe repairs: Fixing cracked, collapsed, separated, or corroded pipes using spot repairs, pipe replacement, or cured-in-place pipe (CIPP) lining.
    c. Manhole repairs: Rehabilitating walls, replacing frames and covers, sealing leaks, and repairing benching and channels.
    d. Culvert repairs: Repairing damaged sections, removing blockages, stabilizing inlets and outlets, or replacing deteriorated culverts.
    e. Inlet and outlet structure repairs: Reconstructing damaged concrete, replacing headwalls, wingwalls, or end sections, and restoring erosion protection.
    f. Channel repairs: Stabilizing streambanks, repairing scour damage, replacing failed channel linings, and restoring channel geometry.

g. Joint sealing and leak repairs: Sealing pipe joints to prevent infiltration and exfiltration.
h. Grate and cover replacement: Replacing damaged or noncompliant grates, covers, and safety devices.
i. Concrete repairs: Patching spalled concrete, repairing cracks, and replacing deteriorated sections of drainage structures.
j. Utility adjustment: Raising or lowering stormwater structures to match new roadway or site grades after resurfacing or reconstruction.
k. Outfall repairs: Restoring outfall structures, repairing scour holes, and reinforcing discharge areas with erosion protection.

4. Restoration
   a. Roadway, Driveway, Sidewalk, and Landscape restoration associated with the repair/installation of a Water and Wastewater Utility Service. Contractor shall only perform Restoration Services if it is associated with the repair/installation of a Water and Wastewater Utility Service being performed by the Contractor.

5. Miscellaneous Services
   a. Contractor shall provide Maintenance of Traffic (MOT), Construction Staging, and barricades and/or safety devices associated with the repair/installation of a Water and Wastewater Utility Service. Contractor shall only perform this work if it is associated with the repair/installation of a Water and Wastewater Utility Service being performed by the Contractor.

III. Responding to Emergency Work Request:

The Contractor shall provide a 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The Contractor shall provide a list of individuals and their contact information to be contacted for emergency repairs to the City and update it immediately whenever any change occurs. Emergency Work will require the following response:

A. Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a Contractor employee, not a recording or answering service.

B. Contractor personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown the Contractor shall immediately address the problem and immediately inform the City of the extent of the problem.

IV. Failure to Respond to Emergency Work Request:

A. Should the Contractor fail to meet the thirty (30) minute acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in financial consequences due to the CITY in the amount of one hundred and fifty dollars ($150.00) per hour, not to exceed four (4) hours, until the Contractor acknowledges the Emergency Work request.

B. Should the Contractor fail to meet the two (2) hour response time to be on-site for Emergency Work, unless otherwise agreed upon with the City, each failure shall result in financial consequences due to the City in the amount of two hundred and fifty dollars ($250.00) per hour for each hour past the required two-hour on-site response time.

C. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may place the Contractor in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two (2) out of four (4) consecutive occurrences.

V. Responding to Non-Emergency/Planned Work:

A. Upon request from the City, the Contractor shall submit within ten (10) calendar days, a quotation for all Non-Emergency or Planned Work based on the prices provided in the Bid Form.

VI. Failure to Provide Quotation for Non-Emergency/Planned Work:

A. By entering into this Agreement, the Contractor agrees to provide construction services to respond to the repairs or unplanned maintenance to the City's utility infrastructure, as such, any failure by the CONTRACTOR to provide a quotation and subsequently engage in the Work pursuant to said quotation, will place the Contractor in breach of the Agreement.

VII. Mobilization and Demobilization:

A. The Contractor shall be entitled for reimbursement of mobilization costs for Emergency and Non-Emergency Work requests. The amount eligible for reimbursement shall not exceed five percent (5%) of the total cost of the work performed and in accordance with the Bid Form. At no time shall the reimbursement for mobilization fee to the CONTRACTOR exceed Five Thousand ($5,000) dollars.

VIII. Maintenance of Traffic (MOT):

A. The Contractor is responsible for providing and maintaining all Maintenance of Traffic (MOT), including pedestrian traffic, at job site at all times. MOT that includes 12 or less FDOT Type I barricades with warning lights shall be considered incidental to the mobilization fee and shall not to exceed 5% of project cost.

B. For Job sites that the Contractor has identified as requiring MOT equipment, plans, and setup that exceeds the cost of 12 FDOT Type I barricades with warning lights (or the equivalent cost), the cost of such MOT shall be reimbursed to the CONTRACTOR at cost plus a markup not to exceed five percent (5%) of the invoiced amount from a FDOT certified MOT Subcontractor. The Contractor's coordination with the MOT Subcontractor shall be incidental and shall be covered in the mobilization costs. No additional payment to the Contractor from the City for coordination shall be allowed.

IX. Parts and Material Standards:

A. All work performed by the Contractor shall adhere to the applicable standards of:

1. City of Plantation Code of Ordinances;
2. Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction and Maintenance, "Green Book.", latest edition;
3. American Water Works Association Standards for Ductile Iron, HDPE and PVC pipe and fittings;
4. Manual of Uniform Traffic Control Devices, latest edition; and
5. All applicable ASTM Standards.

B. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.

C. **The cost for any materials, and parts not specified herein furnished by the Contractor shall be based on the Contractor's wholesale price and billed at the Contractor's cost, plus fifteen percent (15%).** Markup on sales tax is not permitted. A copy of the parts and materials invoice shall be submitted with the Contractors invoice.

D. The City reserves the right to review Contractor's records to verify the charges for any parts or materials billed to the City by the Contractor.

E. The Contractor shall be responsible for the provision, installation and performance of all parts, materials, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility of assuring the timely delivery of materials, parts, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.

F. City reserves the right to purchase the parts and material directly for the work, or provide the parts and materials from the City's storage/inventory.

X. Equipment Standards

A. Billing time for equipment shall be for the period of time the equipment is used for productive purposes on the job site. All equipment used shall be in proper repair. Contractor shall not be paid for downtime of equipment due to breakage, repairs, accidents, etc.

B. Whenever any piece of construction equipment has completed its function on the job, it shall immediately be removed from the site and returned to Contractor's premises, and time-on-the-job will be terminated. The Contractor may elect to terminate equipment use without removing equipment from the job site.

C. **The cost for any equipment not specified herein furnished by the Contractor shall be billed at the Contractor's wholesale cost, plus fifteen percent (15%). This cost shall also include an**

Operator if necessary. Markup on sales tax is not permitted A copy of the equipment invoice shall be submitted with the Contractors invoice.

D. The City reserves the right to review Contractor's records to verify the charges for any equipment billed to the City by the Contractor.

E. The Contractor shall be responsible for the provision, installation and performance of all equipment, services, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.

XI. Unforeseen Conditions:

A. Occasionally, repairs or restoration of facilities or property as a result of effecting repairs will require a specialty contractor for completion. The awarded Contractor shall notify the City and identify the construction materials and/or methods required. The Contractor shall be responsible for scheduling and job management through successful completion.

If, or when, unforeseen conditions occur, the Contractor shall furnish a proposal for all additional services and/or materials not covered by the contract, as needed, by the City. The City also reserves the right to add, delete or change the scope of the work, as needed. The Contractor shall receive approval prior to any changes and prices will be negotiated accordingly. After award of this proposal, all questions or concerns shall be directed to the City's designated representative.

XII. Use of Subcontractors:

A. The Contractor shall perform the work with its own employees under its immediate supervision. On occasion, the use of subcontracted services may be required. Subcontracted services are to be billed at net cost. **A maximum of ten (10%) percent markup will be allowed**. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percent mark-up cost. A copy of the Subcontractors invoice shall be submitted with Contractors invoice.

B. The City reserves the right to negotiate subcontracted work.

XIII. Setup and Connection:

A. All equipment is to be setup, connected to utilities, checked and demonstrated at no charge to the City. The Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished, Contractor-installed material and equipment.

END OF SECTION

BID/PROPOSAL FORM

ITB NO. 044-26
CITY-WIDE UTILITY REPAIR SERVICES - TERM CONTRACT

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by the City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above-titled project, and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

COMPANY NAME: _____

Bid Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
1	Laborer/Pipe layer includes all tools, equipment and PPE, Hourly rate:	Hour	100	$	$
2	Crew Foreperson includes all tools, equipment and PPE, Hourly rate:	Hour	100	$	$
3	Laborer/Pipe layer includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	50	$	$
4	Crew Foreperson includes all tools, equipment and PPE, **Emergency Hourly Rate**	Hour	50	$	$
5	Backhoe - 3/4-yard combination backhoe front end loader with Operator	Hour	50	$	$
6	Excavator - Caterpillar Model 225 or equal, with Operator	Hour	50	$	$
7	Front End Loader, Caterpillar Model 930 or equal with Operator	Hour	50	$	$
8	Bulldozer, Caterpillar Model D.4 or equal, with Operator	Hour	8	$	$
9	Gradall, Caterpillar Model 215 or equal, with Operator	Hour	20	$	$
10	3/8 Yard Combination Backhoe/Front-End Loader, Ford Model C-40 or equal, with Operator	Hour	40	$	$
11	4 Ton Drum Compactor, Ingersoll-Rand Model SPG-24 or equal, with Operator	Hour	4	$	$
12	Vibratory Plate Compactor, Ingersoll-Rand Model BPG-9 or equal, with Operator	Hour	8	$	$

BID/PROPOSAL FORM

Bid Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
13	10 Ton Asphalt Roller, with Operator	Hour	40	$	$
14	Generated Power Mass Lighting	Hour	8	$	$
15	Flatbed Truck, Under 25,000 lbs. GVW, with Operator	Hour	40	$	$
16	Single Axle Dump Truck, with Operator	Hour	8	$	$
17	Double Axle Dump Truck, with Operator	Hour	8	$	$
18	100 C.P.M. Air Compressor w/Hose and Hammer, with Operator	Hour	40	$	$
19	3-Inch Pump With 100 Ft. Discharge Hose	Hour	40	$	$
20	6-Inch Pump With 100 Ft. Discharge Hose	Hour	40	$	$
21	4-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$	$
22	6-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$	$
23	8-Inch Hydraulic Pump With 400 Ft. Discharge Hose	Hour	40	$	$
24	Wellpoint Equipment, 50 Points Complete	Hour	40	$	$
25	Full-size Vac Truck with required Operator(s) (minimum 10 cubic yard debris body with water jetting capabilities) **Emergency Hourly rate:**	Hour	24	$	$
Sub-total (Items 1 through 25)				**$**	
26	Mobilization/Demobilization	LS	up to 5% of Items 1-25 and is capped at $5,000.00	$	_____%
27	Maintenance of Traffic (MOT)	LS	up to 5% of Items 1-25	$	_____%
Total Cost (Items 1 through 27)				**$**	
Parts and Material Cost	Contractor's wholesale cost, **plus fifteen percent (15%)**				
Subcontracted Services Cost	Subcontracted services are to be billed at net cost. A **maximum of ten (10%) percent markup** will be allowed.				

***The City reserves the right to increase/decrease quantities.**

Additional Notes:

1. Bidder understands that the Total Cost for each and every item is the result of multiplying the Estimated Annual Quantity times the Unit Price stated in figures.
2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this ITB. Pricing must include delivery and be quoted FOB: Destination.
3. City reserves the option to supply all or any material and supplies.
4. Mobilization/Demobilization: (*See Scope of Work, Section VII.*)
    a. The Contractor shall be entitled to reimbursement of mobilization costs for Emergency and Non-Emergency Work requests. The amount eligible for reimbursement shall not exceed five percent (5%) of the total cost of the work performed, in accordance with the Bid Form. At no time shall the reimbursement for the mobilization fee to the CONTRACTOR exceed Five Thousand ($5,000) dollars.
5. Maintenance of Traffic (MOT): *(See Scope of Work, Section VIII.)*
    a. The Contractor is responsible for providing and maintaining all Maintenance of Traffic (MOT), including pedestrian traffic, at the job site at all times. MOT that includes 12 or less FDOT Type I barricades with warning lights shall be considered incidental to the mobilization fee and shall not to exceed 5% of the project cost.
    b. For Job sites that the Contractor has identified as requiring MOT equipment, plans, and setup that exceed the cost of 12 FDOT Type I barricades with warning lights (or the equivalent cost), the cost of such MOT shall be reimbursed to the CONTRACTOR at cost plus a markup not to exceed five percent (5%) of the invoiced amount from an FDOT-certified MOT Subcontractor. The Contractor's coordination with the MOT Subcontractor shall be incidental and shall be covered in the mobilization costs. No additional payment to the Contractor from the City for coordination shall be allowed.
6. Parts and Material Cost: (*See Scope of Work, Section IX.*)
    a. All parts and materials utilized shall adhere to the applicable standards of:
        - City of Plantation Code of Ordinances;
        - Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction and Maintenance, "Green Book.", latest edition;
        - American Water Works Association Standards for Ductile Iron, HDPE and PVC pipe and fittings;
        - Manual of Uniform Traffic Control Devices, latest edition; and
        - All applicable ASTM Standards.
    b. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.
    c. The cost for any materials, and parts not specified herein furnished by the Contractor shall be based on the Contractor's wholesale price and billed at the Contractor's cost, **plus fifteen percent (15%).** Markup on sales tax is not permitted. A copy of the parts and materials invoice shall be submitted with the Contractors invoice.
    d. The City reserves the right to review Contractor's records to verify the charges for any parts or materials billed to the City by the Contractor.
    e. The Contractor shall be responsible for the provision, installation and performance of all parts, materials, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility of assuring the timely delivery of materials, parts, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.
    f. The City reserves the right to purchase the parts and materials directly for the work, or provide the parts and materials from the City's storage/inventory.
    g. The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the City of Plantation.

7. Subcontracted Cost: (*See Scope of Work, Section XII.*)
    a. The Contractor shall perform the work with its own employees under its immediate supervision. On occasion, the use of subcontracted services may be required. Subcontracted services are to be billed at net cost. **A maximum of ten (10%) percent markup will be allowed.** A markup on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percentage mark-up cost. A copy of the Subcontractors invoice shall be submitted with the contractor's invoice.
    b. The City reserves the right to negotiate subcontracted work.

END OF SECTION

GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

Failure to return this form completed on or before the bid date shall result in your Bid Submittal being deemed Non-Responsive.

FEMA REQUIREMENTS

TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

9. Minority/Women’s/Labor Surplus Firms Participation

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

10. Time and Material Contracting (if required)

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

11. Termination for Cause and Convenience

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

12. Equal Employment Opportunity

a. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local

government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

13. Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from

any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

14. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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

b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

15. Suspension and Debarment

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

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

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

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

17. EPA Designated Items

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

18. Access to Records

The following access to records requirements apply to this contract:

a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

19. Davis-Bacon Act

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

20. Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

21. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

22. Compliance with Federal Law Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23. No Obligation by Federal Government

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

24. Program Fraud and False or Fraudulent Statements or Related Acts

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

25. Miscellaneous.

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City, shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL" (If Applicable)

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing the minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially

the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee

who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Ayesha Mohammed, Procurement Agent
401 NW 70th Terrace
Plantation, FL 33317 *and/or via email*: amohammed@Plantation.org.

The Evaluation Committee/Staff member may not, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing

of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company 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.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. 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)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. 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: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 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)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

B. 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.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

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: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

Failure to return this form completed on or before the bid date shall result in your Bid Submittal being deemed Non-Responsive.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2026 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

BIDDERS CERTIFICATION

(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

BIDDERS CERTIFICATION

ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: _____

   The address of the principal place of business is: _____

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Is the Bidder licensed in Broward County, Florida? (Y) _____ (N) _____

9. Does the Bidder possess one of the following licenses issued by the State of Florida?

   a. Certified General Contractor? (Y) _____ (N) _____

   b. Certified Underground Contractor with all required Federal, State, and Local government licenses/permits? (Y) _____ (N) _____

10. Does the Bidder have a minimum of 5 years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City? (Y) _____ (N) _____

11. Has the Bidder been in continuous operation for a minimum of the past five (5) years from the date that the ITB is issued? (Y) _____ (N) _____

12. Does the Contractor's resident branch office(s) located in the tri-county area (Broward/Miami-Dade/Palm Beach County)? (Y) _____ (N) _____

13. Has the Bidder supplied at least three (3) references demonstrating a minimum of five (5) years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City? (Y) _____ (N) _____

14. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

15. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

_____

16. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

_____

17. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____

18. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

_____

19. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

_____

20. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

_____

QUALIFICATION STATEMENT

21. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

_____

22. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

_____

23. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

_____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink)

_____ _____

Witness (Printed Name of Above Signer)

_____

Corporate Seal (Where appropriate) (Printed Title of Above Signer)

_____

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

REFERENCES

The Bidder shall submit the following minimum information as a reference for three (3) similar projects/sales completed successfully by the Bidder demonstrating a minimum of five (5) years' experience in providing the described utility repair services to other public entities with utilities of a similar complexity and size as those owned and managed by the City. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract.

BIDDER/PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

PUBLIC ENTITY CRIMES

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

Fill in Form

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**
_____	_____

Witnesses:

_____
Typed name:

_____
Typed name:

BIDDER:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

_____ _____
Signature Printed Name

_____ _____
Bidder Name Date

INSURANCE REQUIREMENTS

****TO BE COMPLETED BY CITY'S RISK MANAGER ONLY

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	✓		Commercial General Liability
2	✓		Automobile Liability
3	✓		Workers Compensation and Employers Liability
4	WC		Builders Risk
5			Pollution Liability
6			Professional Liability including Errors and Omissions
7			Cyber Liability
8			Liquor Liability
9			Garage Keepers/Garage Liability
10			Other Insurance

INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Department, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident. Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the City and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest

5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1.000.000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

6. Professional Liability Insurance including Errors and Omissions with minimum limits of $1.000.000.00 per occurrence. if occurrence form is available: or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the City a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

7. Cyber Liability Insurance must be afforded for Data Breach. Media Content. Privacy Liability and Network Security of not less than $1.000.000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

8. Liquor Liability Insurance must be afforded when a licensee. vendor, concessionaire. independent contractor. or subcontractor is engaged in the business of manufacturing, distributing. selling. serving or furnishing alcoholic beverages while on City property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **City of Plantation must be shown as an additional insured with respect to this coverage. The mailing address of City of Plantation 400 NW 73rd Avenue, Plantation Florida 33317, as the certificate holder, must appear on the certificate of insurance.**

INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company. Oldwick, New Jersey, or its equivalent. subject to the approval by the City's Chief Administrative Officer or designee.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date. the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF PLANTATION CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement. the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply. the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein: provided. however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS	**CONTRACTOR**
4/13/26	
DATE	**CITY'S RISK MANAGER**

Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Bidder's Name: _____ Date: _____

Base Bid Total: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Minority Business Enterprise (as defined FL Statutes 288.703): Yes ☐ or No ☐

Submitted Forms:

☐ Bidders Certification

☐ Bid Form

☐ Addendums (if any)

☐ FEMA Requirements

☐ Registered as a City of Plantation Vendor

☐ Signed General Terms and Provisions

☐ Bid Guarantee Form

☐ Non-Collusion Certification

☐ Additional Documentation Certifying that you, your staff, or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ Public Entity Crimes Forms

☐ Certificate of Insurance Requirements Form

☐ Addendum Acknowledgment Form

☐ Corporate Resolution

☐ References

☐ Drug-Free Workplace Form

☐ Qualification Statement

☐ Disclosure of Business Transaction

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Are you submitting an equivalent product: Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: _____

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This _____ day of _____, 20_____.

Agreement
By and Between
City of Plantation
&
[CONTRACTOR'S NAME]
for
City-Wide Utility Repair Services – Term Contract
Agreement No. 044-26

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and [CONTRACTOR'S NAME], a [INSERT BUSINESS TYPE] with its principal place of business at [INSERT ADDRESS] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in City-Wide Utility Repair Services to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide City-Wide Utility Repair Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit "A".

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C**" Front-End Documents, **Exhibit "D**" Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Conditions, **Exhibit "G"** Addenda.

2.3 Procurement

The City of Plantation electronically advertised an "Invitation to Bid" (ITB) for City-Wide Utility Repair Services.

The City of Plantation received XXXX bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found [CONTRACTOR'S NAME] the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

The City of Plantation City Council approved the execution of an agreement City-Wide Utility

Repair Services on Consent Agenda Item No. [#] on [DATE: MONTH DAY, YEAR].

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for two (2) year, commencing _____ and expiring on _____. In addition, the City reserves the right to extend this Agreement for three (3) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in "Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor's Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in **Exhibit C**.

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the

Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws

related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

L. Financial Consequences. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to Exhibit "D".

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and

procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

O. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity

in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

_____
_____
_____
Email: _____

City:

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving

Party.

B. Indemnification.

i. Scope of Indemnity. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

ii. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

iii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iv. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

v. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns, This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the

spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND [CONTRACTOR NAME] have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

_____
Witness:
_____

_____
Typed name of Witness

_____
Witness:
_____

_____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of □ physical presence or □ online notarization, this____ day of _____, 2026, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

_____

_____
My commission expires: NOTARY PUBLIC

Signed, Sealed in the presence of:

[COMPANY NAME]
a [STATE] Company

By: _____
[NAME],

_____
Witness:
_____

_____
Typed name of Witness

_____
Witness:
_____

_____
Typed name of Witness

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, as _____, a [STATE] Limited Liability Company, on behalf of the company. They are personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

A. Warranty

The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the City; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall be for a period of one (1) year from acceptance by the City and excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

B. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

2. In the event the Contractor encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.

3. The Contractor shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

C. Safety of Persons and Property

1. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

    a. employees at the Project site and other persons who may be affected thereby;

    b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

    c. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the City or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

6. When applicable, the Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City and Consultant.

7. The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

D. <u>Uncovering of Work</u>

1. If a portion of the Work is covered contrary to the City’s request, it must, if required in writing by the City, be uncovered for the City’s inspection and be replaced at the Contractor's expense.

E. <u>Correction of Work</u>

1. The Contactor shall promptly, in a technically appropriate time period, correct Work rejected by the City or failing to conform to the applicable standard detailed requirements. The Contactor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the City services and expenses made necessary thereby.

2. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detailed requirements or to have failed, the Contractor shall

correct it promptly, in a technically appropriate time period, after receipt of written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice after discovery of the condition.

3. The Contractor shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the Contractor nor accepted by the City.

4. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it at the Contractor's expense. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the City may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the City's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the Work requirements.

F. Cleaning Up

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

2. If the Contractor fails to clean up as directed, the City may do so and the cost thereof shall be charged to the Contractor.

3. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.

4. The Work Site includes the immediate area of the Site, ingress and egress routes through City's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the City's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the City provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the City.

5. IF requested by the City, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.

6. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

7. If directed by the City, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

G. Project Closeout

1. When Contractor considers the Work to be completed at the end of each Work assignment, Contractor shall submit written certification to the City that the Work is completed and ready for final inspection. Include the following:

    a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

    b. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

H. Final Cleaning

1. Remove any temporary protection and facilities installed for protection of the work area or equipment during general electrical repair work.

2. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.

3. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

I. Changes in Quantities

1. The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

J. Permits, Fees and Notices (If Applicable)

1. Permit fees required by the Work shall be eligible for reimbursement by the City to the Contractor upon presentation of receipts by the Contractor.

2. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

K. Public Construction Bond(s)

1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

L. Completion of Work:

1. The Work shall be performed on an as needed basis and completed within the time frames established by the City and the Contractor over the life of the Agreement.

M. Contractor Services and Responsibilities

1. The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

2. Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, startup and proper completion of the Work.

   Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

3. The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

4. The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

5. If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

6. The Contractor shall correct Work which does not conform to the Bid Documents.

7. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

8. The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

9. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

10. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

11. The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

12. The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

13. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

14. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

15. Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

16. Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

17. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other

persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

18. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

N. **Risk of Loss; Title:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

O. **Use of Premises**: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

P. **Access to Work**: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

Q. **Survival of Obligations**: All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

R. Work by City or City's Contractors

1. The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

2. The Contractor shall afford the City's separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

3. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

S. Responding to Emergency Work Request:

The Contractor shall provide 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The Contractor shall provide a list of individuals and their contact information to be contacted for emergency repairs to the City and update it immediately whenever any change occurs. Emergency Work will require the following response:

Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a Contractor employee, not a recording or answering service.

Contractor personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown the Contractor shall immediately address the problem and immediately inform the City of the extent of the problem.

T. Failure to Respond to Emergency Work Request:

1. Should the Contractor fail to meet the thirty (30) minutes acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in liquidated damages due to the CITY in the amount of fifty dollars ($20.00) per hour, not to exceed four (4) hours, until the Contractor acknowledges the Emergency Work request.

2. Should the Contractor fail to meet the two (2) hour response time to be on-site for Emergency Work, unless otherwise agreed upon with the City, each failure shall result in liquidated damages due to the City in the amount of one hundred and fifty dollars ($100.00) per hour for each hour past the required two-hour on-site response time.

3. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may, place the Contractor in breach of the

Agreement. Consistent failure to respond is defined as not responding within the required response time on two (2) out of four (4) consecutive occurrences.

U. Failure to Provide Quotation for Non-Emergency/Planned Work:

By entering into this Agreement, the Contractor agrees to provide Services to respond to the repairs or unplanned maintenance to the City's infrastructure, as such, any failure by the CONTRACTOR to provide a quotation and subsequently engage in the Work pursuant to said quotation, will place the Contractor in breach of the Agreement.

END OF SECTION

EXHIBIT 2

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 3

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 _____

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Detail by Entity Name

Florida Limited Liability Company
JACKSON LAND DEVELOPMENT, LLC

Filing Information

Document Number	L09000032518
FEI/EIN Number	26-4606776
Date Filed	04/02/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/04/2019
Event Effective Date	NONE

Principal Address

1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Changed: 03/05/2025

Mailing Address

1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Changed: 03/05/2025

Registered Agent Name & Address

LAWRENCE, JOSEPH W, II
200 SW 1st Avenue
SUITE 830
FORT LAUDERDALE, FL 33301

Name Changed: 05/18/2016

Address Changed: 07/21/2025

Authorized Person(s) Detail

Name & Address

Title MGR

JACKSON, KENNETH R
1500 Cordova Rd, Suite 202
Suite 202
Fort Lauderdale, FL 33316

Title MGR

JACKSON, JEREMY C
1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Title MGR

FOSS, EDWARD
1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Title MGR

BUCK, RICHARD
1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Title MGR

POSSANZA, PAUL
1500 Cordova Road
Suite 202
Fort Lauderdale, FL 33316

Annual Reports

Report Year	Filed Date
2025	03/05/2025
2025	07/21/2025
2026	01/28/2026

01/28/2026 -- ANNUAL REPORT	View image in PDF format
07/21/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
04/03/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
11/04/2019 -- CORLCRACHG	View image in PDF format

02/18/2019 -- ANNUAL REPORT	View image in PDF format
02/09/2018 -- ANNUAL REPORT	View image in PDF format
02/07/2017 -- ANNUAL REPORT	View image in PDF format
05/18/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- ANNUAL REPORT	View image in PDF format
05/20/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/02/2011 -- ANNUAL REPORT	View image in PDF format
10/12/2010 -- LC Amendment	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
06/03/2009 -- LC Amended and Restated Art	View image in PDF format
04/02/2009 -- Florida Limited Liability	View image in PDF format

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.G. **C #:** 26288

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-25-018-CE Water Distribution System Corrosion Control Study"; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise, Utilities Department owns and operates the Springtree Water Treatment Plant (WTP), with a total permitted treatment capacity of 25.5 million gallons per day (MGD). The facility was previously using both lime softening and reverse osmosis (RO) treatment processes. Based upon the condition of the Floridan Well serving the RO facility, the1.5 mgd RO facility is currently under construction to be converted to a 1.75 MGD Nanofiltration (NF) facility as approved in the FY24/25 Capital Improvements Program. Additionally, the expansion of the NF as approved in the FY24/25 Capital Improvements Program to provide an ultimate capacity of 3.4 MGD is currently in the bid evaluation phase.

Whenever there is a change in the treatment process at a facility, such as the RO to NF conversion, the Florida Department of Environmental Protection (FDEP) requires that a Corrosion Control Study (CCS) be conducted. This CCS will evaluate the proposed changes to determine if there are any potential changes needed to the finished water prior to distribution. The CCS is a desktop evaluation that will include calculation of corrosion indices for the City's finished water supplies and distribution system blends, identification of water potential quality issues, and evaluation of corrosion control alternatives. Additionally, the distribution system point of entry at each of City's three water treatment plants and specific distribution system locations will be monitored to understand the water quality changes that occur as treated water blends through the system. Results and recommendations will be summarized in a final report and submitted to FDEP for review and approval.

At the September 23, 2025, City Commission Meeting, the City Commission approved Project Agreement No. PA-25-018-CE with Carollo Engineers, Inc. for professional services associated with the Water Distribution System Corrosion Control Study Project.

On May 6, 2026, Project Agreement No. PA-25-018-CE was administratively extended by the City Manager for 180 days, through November 17, 2026, to allow additional time to complete the study due to the need to finalize the RO to NF conversion project at the Springtree WTP.

In order to provide the required time for sampling and regulatory support following the startup and commissioning of the NF treatment facility at the Springtree WTP, which is nearing initiation, the Project Agreement No. PA-25-018-CE is requested to be extended through November 17, 2027. Carollo Engineers, Inc. is not requesting any additional compensation in connection with this First Amendment.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26288
First Amendment - PA-25-018-CE
Project Agreement - PA-25-018-CE

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND CAROLLO ENGINEERS, INC. FOR PROJECT AGREEMENT NUMBER: PA-25-018-CE WATER DISTRIBUTION SYSTEM CORROSION CONTROL STUDY"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2021, the City of Sunrise entered into a Continuing Services Agreement with Carollo Engineers, Inc. (Consultant) for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, on September 23, 2025, via Resolution No. 21-45-25-B, the City entered into Project Agreement Number PA-25-018-CE (Project Agreement) with the Consultant for a Water Distribution System Corrosion Control Study Project; and

WHEREAS, on May 6, 2026, the City Manager approved an extension of the Project Agreement through November 17, 2026; and

WHEREAS, a First Amendment to the Project Agreement is necessary to extend the term through November 17, 2027, to provide additional time for sampling and regulatory support once the nanofiltration plant at the Springtree Water Treatment Plant is commissioned.

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

Section 1. A "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-25-018-CE Water Distribution System Corrosion Control Study" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made part of this Resolution as Exhibit A.

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

First Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-25-018-CE

WATER DISTRIBUTION SYSTEM CORROSION CONTROL STUDY

This First Amendment ("First Amendment") to the Project Agreement No. 25-018-CE between the City of Sunrise and Carollo Engineers, Inc. for the Water Distribution System Corrosion Control Study Project dated September 23, 2026, is between the City of Sunrise, a municipal corporation ("City") and Carollo Engineers, Inc. ("Consultant").

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering; and

WHEREAS, Project Agreement No. 25-018-CE, dated September 23, 2025, was entered into between the City of Sunrise and Carollo Engineers, Inc. for Professional Services for the Water Distribution System Corrosion Control Study Project, as authorized under the "Project Agreement"; and

WHEREAS, on May 6, 2026, Project Agreement No.: PA-25-018-CE was extended 180 days through November 17, 2026, via written notification by the City Manager; and

WHEREAS, the parties wish to amend the Project Agreement No.: PA-25-018-CE to extend the term to November 17, 2027, to provide additional time for sampling and regulatory support once the nanofiltration plant at the Springtree Water Treatment Plant is commissioned.

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 7 TERM

   Amend Section 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 **until November 17, 2027,**~~for 240 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.

3. 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.

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 executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

By:_____
Chris T. Reinbold, P.E., Vice President

_____ day of _____, 2026.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE

2025 SEP 25 PM 2:22

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-25-018-CE

WATER DISTRIBUTION SYSTEM CORROSION CONTROL STUDY

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Carollo Engineers, 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.

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 - 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. 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: Task 4 – Draft Report.....$100

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
Juan Oquendo, P.E.	Company Officer
Christopher Reinbold, P.E.	Senior Principal Professional
Krisitiana Dragash, P.E.	Senior Principal Professional
Caroline Russell, Ph.D.,P.E.	Senior Principal Professional
Melina Bautista, Ph.D.	Assistant Professional
Shoshana Woody	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 - NOT USED

4.1 Not Used.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $147,712 exclusive of reimbursable expenses ($198,919 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	Project Management and Coordination	$16,771	11.4%
Task 2	Data Collection and Review	$5,073	3.4%
Task 3	Desktop Evaluation	$34,212	23.2%
Task 4	POE and DS Monitoring	$52,392	35.5%
Task 5	Draft and Final Report	$32,532	22.0%
Task 6	Regulatory Support	$6,732	4.6%
	Total	**$147,712**	**100.0%**
	Reimbursable Expenses	$51,207	
		$198,919	

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 $51,207 in analytical and miscellaneous costs 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 240 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 Carollo Engineers, Inc., signing by and through its Vice Presidents, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

23 day of September, 2025.

AUTHENTICATION:

_____
City Clerk
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

BY: _____
Juan R. Oquendo, P.E. / Chris T. Reinbold, P.E.

TITLE: Vice President / Vice President

18 day of September, 2025.

AUTHENTICATE:

Kristi Powers
Secretary

Kristi Powers
Please type name

(CORPORATE SEAL)

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Sunrise (City) owns and operates three water treatment plants (WTP).

The Springtree WTP has a total design and permitted treatment capacity of 25.5 Million Gallons per Day (mgd), of which 24 mgd of flow from the Biscayne Aquifer is treated with lime softening/filtration. Previously, 1.5 mgd of reverse osmosis (RO)-treated water from the Floridan Aquifer was blended with filtered water prior to distribution discharge. The RO facility was shut down in 2019 and is currently undergoing a conversion of source water from the Floridan to the Biscayne aquifer which necessitates changes in membranes. Further, the City will expand the new membrane system at Springtree WTP to 3.4 mgd in the future. The Sawgrass WTP is a 24 mgd facility with membrane and ion exchange (IX) treatment. The 3-mgd IX is operated at a flow sufficient to meet hardness and alkalinity within the permitted flow capacity. The IX has been offline since mid-2021.

The Southwest WTP has a treatment capacity of 2 mgd. Treatment consists of lime softening followed by IX. Under normal operation, the Southwest WTP operates approximately 14 hours per day. When the facility is offline, the service area is supplied by a combination of Southwest stored water and supply from the Sawgrass WTP. The City uses combined chlorine as secondary disinfectant, and a blended phosphate comprised of 45% orthophosphate and 55% polyphosphate as corrosion control treatment.

The City has requested a proposal to complete a water distribution system corrosion control study to be performed by Carollo Engineers, Inc. (CONSULTANT). The scope of work requested by the City includes a review of water quality data, projections of water quality parameters in the distribution system resulting from ongoing projects (RO to Nano Filtration (NF) conversion and NF expansion at Springtree WTP), water quality and chemical dosing recommendations, and the review of a previous corrosion control study prepared by another consultant. The City has requested Carollo's support with the submission of the study to Florida Department of Environmental Protection (FDEP).

OBJECTIVE

CONSULTANT will conduct a corrosion control study (CCS) to meet Florida Department of Environmental Protection (FDEP) requirements prior to the implementation of long-term Changes in water treatment, as described in 40 CFR 141.90 (a) (4) (adopted by FDEP in F.A.C. 62-550.800). The CCS will consider the City's plans to convert Springtree RO to NF, and expand NF in the immediate future. The CCS is a desktop evaluation that will include calculation of corrosion indices for the City's finished water supplies and distribution system blends, identification of water quality issues and evaluation of corrosion control alternatives. Additionally, the distribution system point of entry (POE) at each of the City's three water treatment plants and specific distribution system (DS) locations will be monitored to understand the water quality changes that occur as treated water blends through the system. Results and recommendations will be summarized in draft and final reports.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

1.1 - Project Administration and Coordination

This task includes the overall administration of the project, including Carollo team coordination, monthly invoices and progress reports, project schedule updates, and communication with the City's staff and project manager.

1.2 – Kickoff Meeting

CONSULTANT will conduct a project kickoff meeting for up to one hour in hybrid remote/in-person format on Microsoft Teams and at the City's offices. Meeting agenda will include project objectives, scope, schedule, budget, and requested data. CONSULTANT'S project manager and other key staff will be in attendance.

1.3 – Workshops

CONSULTANT will conduct two workshops. Workshops will be held in hybrid format with two in-person Carollo staff and up to three support staff attending remotely.

- Workshop #1: Review desktop evaluation results and POE/DS Monitoring update, up to 1.5 hours in duration.
- Workshop #2: Review the draft report and recommendations, up to 1.5 hours in duration.

Task 1 Deliverables

- Monthly progress reports.
- Kickoff meeting agenda, minutes.
- Workshop #1 agenda, minutes, decisions, and action items.
- Workshop #2 agenda, minutes, decisions, and action items

TASK 2 – DATA COLLECTION AND REVIEW

2.1 - Data Request

Within ten business days of Notice to Proceed with the proposed Task Authorization, CONSULTANT will submit, by email, a data request for information required to complete the scope. At a minimum, the following information will be requested:

- Description of service lateral pipe materials or GIS shapefile of service lateral pipe materials.
- Latest hydraulic model and the previous version submitted with the master plan.
- Last three years of daily production data (MORs) for each WTP.
- Last three years of point of entry (POE) water quality data for Springtree WTP, Sawgrass WTP and Southwest WTP. Water quality data includes pH, temperature, alkalinity, calcium hardness, sulfate, chloride, iron, manganese, total dissolved solids (TDS), orthophosphate, and chlorine residual. For pH, temperature, alkalinity, calcium hardness, sulfate, chloride and TDS, a minimum of four (4) paired data points (i.e. water quality collected on four different dates, and all parameters analyzed on each date) are required to calculate corrosion and scaling indices. If the required POE water quality data is not available, sampling of the aforementioned quality parameters is required. This scope of work assumes that additional sample collection and analytical fees will be covered by the City, if needed.
- Last three years of distribution system water quality data. Water quality parameters include pH, temperature, alkalinity, calcium hardness, chloride, sulfate, TDS, iron, manganese, chlorine residual, orthophosphate concentrations, if available.

- Last ten years of lead and copper data, supplementing summary information provided in the Consumer Confidence Reports (CCRs).
- Map(s) or addresses illustrating lead and copper rule (LCR) sampling locations.
- Information on corrosion inhibitor or sequestering agent application (percent polyphosphate, dose, dosing location, and residual concentrations).
- Memo or report describing selection of corrosion control chemical and dose.

2.2 Data Review

- Data will be reviewed and organized by CONSULTANT's staff for use in desktop evaluation.
- Additional information may be requested as needed.
- The available water quality data collected from each source will be reviewed and a sampling plan will be developed to augment any missing data, if required. The scope of work assumes that additional sample collection and analytical fees will be covered by the City, if needed.
- The Source Tracing Analysis Results in the latest hydraulic model update will be reviewed to inform the selection of blends to include in the analysis.

Task 2 Deliverables

- Data Request.

TASK 3 – DESKTOP EVALUATION

3.1 – Define Blends and Predict Blended Water Quality

Blending and corrosivity analyses will be performed with spreadsheets and scripts developed in-house. Individual process blends at each facility (when appropriate) will be defined based on operational scenarios and information provided by the City. Blends in the distribution system will be defined based on the latest hydraulic model and input provided by the City.

3.2 – Corrosivity Analysis

The corrosivity of the water will be analyzed using corrosion and stability indices, and theoretical lead and copper solubility calculations. The following indices will be assessed for individual process unit effluents, at POE for each facility, and for selected representative blends in the distribution system:

- Langelier Saturation Index (LSI),
- Calcium carbonate precipitation potential (CCPP),
- Ryznar Index (RI),
- Aggressive Index (AI),
- Larson's Index (LI), and
- Chloride to sulfate mass ratio (CSMR).

The following scenarios will be evaluated. Distribution system blends for scenarios 1-4 will be selected using the source tracing analysis for current demands and the City's input. Distribution system blends for scenario 5 will be selected using the source tracing analysis for future demands and the City's input.

- Scenario 1: Baseline (with current demands)
  - Springtree WTP: Lime Softening.

  - » Sawgrass WTP: NF
  - » Southwest WTP: finished water (Lime softening followed by IX).
  - » Up to six (6) distribution system blends.
- Scenario 2: Springtree WTP RO to NF Conversion (with current demands)
  - » Springtree WTP: Lime softening + NF. Manufacturer's membrane projections and the Rothberg, Tamburini and Winsor (RTW) Model (AWWA, 1996) will be used to predict membrane water quality. Up to two LS+NF blends.
  - » Sawgrass WTP: NF
  - » Southwest WTP: finished water (Lime softening followed by IX).
  - » Up to six (6) distribution system blends
- Scenario 3: Springtree WTP RO to NF Expansion (with current demands)
  - » Springtree WTP: Lime softening + NF. Manufacturer's membrane projections and the Rothberg, Tamburini and Winsor (RTW) Model (AWWA, 1996) will be used to predict membrane water quality. Up to two LS+NF blends.
  - » Sawgrass WTP: NF
  - » Southwest WTP: finished water (Lime softening followed by IX).
  - » Up to six (6) distribution system blends
- Scenario 4: Springtree WTP NF Conversion and Sawgrass WTP NF+ IX (with current demands)
  - » Springtree WTP: Lime softening + NF. Manufacturer's membrane projections and the Rothberg, Tamburini and Winsor (RTW) Model (AWWA, 1996) will be used to predict membrane water quality. Up to two LS+NF blends.
  - » Sawgrass WTP: NF + IX. Historical POE water quality from when IX was in operation and/or IX and NF water quality projections will be used. Up to two NF+IX blends.
  - » Southwest WTP: finished water (Lime softening followed by IX).
  - » Up to six (6) distribution system blends.
- Scenario 5: Springtree WTP NF Conversion and Sawgrass WTP NF+ IX (with future demands)
  - » Springtree WTP: Lime softening + NF. Manufacturer's membrane projections and the Rothberg, Tamburini and Winsor (RTW) Model (AWWA, 1996) will be used to predict membrane water quality. Up to two LS+NF blends.
  - » Sawgrass WTP: NF + IX. Historical POE water quality from when IX was in operation and/or IX and NF water quality projections will be used. Up to two NF+IX blends.
  - » Southwest WTP: finished water (Lime softening followed by IX).
  - » Up to six (6) distribution system blends.

3.4 – Evaluation of Corrosion Control Alternatives

This task includes identification of potential distribution system water quality issues by comparing the water quality and corrosivity before and after membrane system conversion and expansion at Springtree WTP. Further, the effectiveness of existing chemical systems in controlling corrosion and stability after the membrane treatment conversion and expansion will be evaluated. Up to three alternative corrosion control strategies will be selected for further evaluation, if needed. These alternatives may include optimizing chemical systems at any of the three WTPs. The proposed alternatives will take into account compliance with the Lead and Copper Rule (LCR)

Revisions and the LCR Improvements that will become effective in 2027. The desktop evaluation results and preliminary results of Task 4 will be discussed during Workshop #1.

Task 3 Deliverables

- Electronic pdf version of Workshop #1 presentation and meeting notes.

TASK 4 – POE AND DISTRIBUTION SYSTEM SAMPLING

The distribution system point of entry (POE) at each of the three water treatment plants and 16 locations in the distribution system will be monitored for 8 weeks. POEs will be monitored two times per week. DS locations will be monitored once per week. Additionally, chloramine decay tests (DT, one bottle per test) will be conducted once per week for each POE sample. For the decay tests, the parameters will be measured immediately upon sample collection (Day 0) and on days 3, 5, and 7. CONSULTANT fee includes POE, DT, and partial DS analytical testing costs. CONSULTANT will collect POE samples and conduct chloramine decay tests. DS monitoring will be coordinated with the City to overlap with the regular DS compliance sampling. The City will collect samples for the analytes indicated in Table 1 in the selected DS locations.

Table 1. Task 4 Analytical Breakdown

Parameter	Responsible Party for Sample Collection and Analytical Testing		
	POE[3]	Decay Tests[3]	DS
Total Ammonia	Consultant	-	-
Free Ammonia	Consultant	Consultant	City[1]
Monochloramine	Consultant	Consultant	City[1]
Free Chlorine	Consultant	Consultant	City[1]
Temperature	Consultant	Consultant	-
Iron	Consultant	-	City/Consultant[2]
Total Kjeldahl Nitrogen (TKN)	Consultant	-	-
Nitrite	Consultant	Consultant	City/Consultant[2]
Nitrate	Consultant	Consultant	City/Consultant[2]
Bromide	Consultant	Consultant	City/Consultant[2]
TOC	Consultant	Consultant	City/Consultant[2]
Orthophosphate	Consultant	-	City/Consultant[2]
Total Phosphorous	Consultant	-	City/Consultant[2]
Total chlorine	Consultant	Consultant	City[1]
pH	Consultant	Consultant	City[1]

[1]Analyzed in the field by the City while conducting regular DS monitoring
[2]Samples collected by the City in bottles provided by Consultant. Samples will be analyzed by an external laboratory and/or by the Consultant. Consultant is responsible for sample delivery to the external lab.
[3]Consultant responsible for sample collection and analytical testing

TASK 5 - DRAFT AND FINAL REPORT

CONSULTANT will develop a Draft Report summarizing the desktop evaluation and recommendations. The Draft Report will include water quality projections and recommended modifications to corrosion control treatment for the baseline and identified future scenarios included in the scope. If needed, recommendations for demonstration studies (e.g. coupon testing, pipe loops) and pipe scale analyses to further assess the effectiveness of corrosion control strategies will be included (but the effort to perform such studies is not yet known and not included in this PA). City Staff will review and comment on the draft report prior to the review workshop (workshop #2). CONSULTANT will perform one revision to the Draft Corrosion Control Study Report, addressing written comments from City staff and comments during the workshop. The final report will be submitted after the workshop, and within two weeks of receipt of comments from the City.

Task 5 Deliverables

- Electronic pdf version of CCS Draft Report.
- Electronic pdf version of Workshop #2 presentation and meeting notes.
- Electronic pdf version of CCS Final Report.

TASK 6 –REGULATORY SUPPORT

CONSULTANT will participate in up to two virtual meetings with FDEP, including a meeting prior to final submission of the study. Additional communication will be completed via email and MS Teams calls.

CONSULTANT will prepare a cover letter and the CCS Final Report to meet reporting requirements prior to the implementation of long-term changes in Water Treatment, as described in 40 CFR 141.90 (a) (4) (adopted by the Florida Department of Environmental Protection [FDEP] in F.A.C. 62-550.800). The City will submit the CCS and letter to FDEP.

Task 5 Deliverables:

- Meeting notes
- Electronic Cover Letter + CCS Final Report
- Excel files of deliverables along with copies of calculations

ASSUMPTIONS

1. Available data will be transmitted to CONSULTANT within 2 weeks of the data requests.
2. Delays more than two weeks after data request by City staff may impact the proposed schedule. Additional sampling and water quality analyses required for Task 3 are the responsibility of the City and are excluded from this scope.
3. Draft Report will be reviewed by City staff within two weeks of submission by CONSULTANT and with comments returned one week prior to conducting the Draft Report Review workshop to allow for comment responses.
4. CONSULTANT will revise the Draft Report within two weeks of completion of the Draft Report Review workshop.
5. CONSULTANT will provide the FDEP submittal package within two weeks of completion of the Draft Report Review workshop.
6. This scope excludes updates to the City's distribution system hydraulic model and source tracing analysis.
7. This scope excludes development of conceptual cost opinions of required infrastructure for the recommended corrosion control approach.

EXHIBIT "2"

PROJECT SCHEDULE

Task / Description	Task Completion in Days Following Notice to Proceed
Task 1 – Project Management and Coordination	170
Task 2 – Data Collection and Review	30
Task 3 – Desktop Evaluation	75
Task 4 - POE and Distribution System Monitoring	120
Task 5 – Draft and Final Report	180
Task 6 - Regulatory Support	180

Assumptions:

- CITY review for deliverables is two weeks.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.H. **C #:** 26284

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA 23-009-HS Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services;" and providing an effective date.

BACKGROUND INFORMATION:

The Utilities Department owns and maintains the Southwest Wastewater Treatment Plant (WWTP), which was constructed in 1973 and is permitted for an Annual Average Daily Flow (AADF) of 0.99 MGD. Over the years, disposal capacity has been severely constrained by the aging percolation ponds. While the ponds originally provided 4.58 acres of bottom area and routine maintenance has been conducted, their effective disposal capacity has been reduced to approximately 0.37 MGD due to high groundwater conditions, hydrogeologic limitations of the surficial aquifer, and nearly 50 years of accumulated solids that have reduced percolation rates. As a result, all flows exceeding 0.37 MGD must be pumped via force main to the Sawgrass WWTP for treatment and disposal. This requires additional pumping through a long-distance transmission system (approximately 6.5 miles) between the Southwest WWTP and the Sawgrass WWTP, resulting in increased operational costs and additional hydraulic loading on the lift stations and force main system.

During the development of the 2020 Water and Wastewater Master Plan, effluent disposal capacity at the Southwest WWTP was evaluated. Initially, an alternative to construct a new percolation pond was selected. However, Broward County Code (Chapter 27-194) no longer permits new percolation pond disposal systems; only existing grandfathered facilities may continue to operate. Subsequently, a Deep Injection Well (DIW) was identified as the most viable long-term, environmentally compliant disposal alternative for the Southwest WWTP. Since a new percolation pond was no longer an available option, the DIW alternative was

recommended in 2022, as the most feasible, cost-effective, and environmentally responsible solution. Following this recommendation the Southwest WWTP Deep Injection Well Capital Improvement Project (CIP) was established.

On April 25, 2023 the City Commission approved Project Agreement No. 23-009-HS with Hazen and Sawyer, P.C (Hazen) for the design, permitting, and bidding services for this project. The overall project was divided into two separate construction phases for bidding. Bid Package 1 consists of the construction of one Class I Deep Injection Well and one dual-zone monitoring well. Bid Package 2 consists of the Surface Facilities, including the Injection Well Pump Station (IWPS), associated surface piping and appurtenances, monitoring well surface facilities, and scarification of the existing percolation ponds.

On May 27, 2026, Project Agreement No. PA-23-009-HS was administratively extended by the City Manager for 180 days, through November 29, 2026, to complete the design, review by regulatory agencies, and bidding services for Bid Backage 1. Bid Package 1 (Class I Deep Injection Well and dual-zone monitoring well) was advertised and on August 11, 2026, the City Commission approved the award of the construction contract to Youngquist Brothers, LLC.

Consistent with the Project Agreement schedule, permitting is intended to be completed and bidding initiated for Bid Package 2 approximately one year into the construction of Bid Package 1, reducing the risk of permits expiring before construction of the surface facilities begins. Therefore, a two-year extension, through November 29, 2028, is requested to accommodate the drilling schedule and provide sufficient time to finalize design, secure permits, and complete bidding for Bid Package 2. Hazen is not requesting any additional compensation associated with this First Amendment.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26284
First Amendment
Fully Executed Project Agreement
CMO Extension Executed

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER: PA-23-009-HS SOUTHWEST WWTP INJECTION WELL AND SURFACE FACILITIES DESIGN AND BIDDING SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 25, 2023, via Resolution No. 21-46-23-D, the Sunrise City Commission approved Project Agreement Number: PA-23-009-HS for the Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services (Project Agreement); and

WHEREAS, on May 27, 2026, the City Manager approved an extension of the Project Agreement through November 29, 2026, to allow additional time to complete the design, review by the regulatory agencies, and bidding services; and

WHEREAS, a First Amendment to the Project Agreement is necessary to extend the term through November 29, 2028, to provide additional time to accommodate the drilling schedule and provide sufficient time to finalize the design, permitting, and bidding services.

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

Section 1. A "First Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-23-009-HS Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made part of this Resolution as Exhibit A.

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

First Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA 23-009-HS

SOUTHWEST WWTP INJECTION WELL AND SURFACE FACILITIES DESIGN AND BIDDING SERVICES

This First Amendment ("First Amendment") to the Standard Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Design, Bidding, and Permitting for the Southwest WWTTP Injection Well and Surface Facilities Design and Bidding Services project dated April 25, 2023, between the CITY OF SUNRISE, a municipal corporation ("CITY") and Hazen and Sawyer, P.C. ("CONSULTANT").

WHEREAS, on May 11, 2021 the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, and Permitting for the SW WWTTP Injection Well and Surface Facilities Design and Bidding Services project was entered into between the CITY and CONSULTANT on April 25, 2023; and

WHEREAS, on May 27, 2026 the City Manager has executed the 180-day extension to the Project Agreement, extending its term until November 29, 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 November 29, 2028 ~~for one 1,134 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.

3. All other terms of the Project 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 when it is fully executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the City, signing by and through its Mayor duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its principal authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

HAZEN AND SAWYER P.C.

By: _____
Patricia A. Carney, P.E.,
Vice President

____ day of _____, 2026

AUTHENTICATE:

_____
Corporate Officer

_____
Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2023 APR 26 AM 10:37

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA 23-009-HS

SOUTHWEST WWTP INJECTION WELL AND SURFACE FACILITIES DESIGN AND BIDDING 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

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 – NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive, or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION - NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.1 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and 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: Task 2.2 90% Design of Injection Well (238 Days) $100.00/day

Milestone 2: Task 2.3 90% Design of Surface Facilities (294 Days) $100.00/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

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 - QC
Gerrit Bulman, PG	Technical Expert
Michael Wengrenovich, PE	Technical Expert
Jean Paul Silva, PE	Senior Principal Professional
Keith Dinnen, PE	Senior Principal Professional
David Bannett, PE	Senior Principal Professional
Angela Giuliano, PG	Senior Professional
Anthony Niemiec, Jr., PE	Senior Professional
Alfredo Jimenez	Professional
Jose Cano, PE	Professional
Emma Johnson, PE	Assistant Professional
Casey Andersen, EI	Assistant Professional
Michael Robinson, EI	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 a lump sum amount not to exceed **$1,067,995** exclusive of authorized Reimbursable Expenses (**$1,069,995** 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 (per EXHIBIT "1"):

TASK	DESCRIPTION	AMOUNT	PERCENTAGE
Task 1.1	Project Meetings	$62,020	6%
Task 1.2	Topographic Survey	$23,740	2%
Task 1.3	Geotechnical Report	$30,722	3%
Task 2.1	30% Design Documents – Injection Well/Surface Facilities	$149,736	14%
Task 2.2	90% Design Documents – Injection Well	$59,646	6%
Task 2.3	90% Design Documents – Surface Facilities	$413,328	39%
Task 2.4	100% Design Documents – Injection Well	$17,521	2%
Task 2.5	100% Design Documents – Surface Facilities	$101,979	9%
Task 2.6	Permitting – Injection Well	$92,993	9%
Task 2.7	Permitting – Surface Facilities	$67,658	6%
Task 3.1	Bidding – Injection Well	$23,721	2%

TASK	DESCRIPTION	AMOUNT	PERCENTAGE
Task 3.2	Bidding – Surface Facilities	$24,931	2%
	TOTAL	$1,067,995	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 **$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 **1,134 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

25 day of April, 2023.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: AM

Authorized an Representative's Initials: PAC

CONSULTANT

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

3RD day of March, 2023.

AUTHENTICATE:

_____
Senior Vice President

Robert B. Taylor, Jr., P.E.
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: AM

Authorized an Representative's Initials: PAC

EXHIBIT "1"

SCOPE OF SERVICES

BACKGROUND

The City of Sunrise (City) owns, operates, and maintains the Southwest Wastewater Treatment Plant (SW WWTP). The facility is permitted for 0.99 million gallons per day (mgd) annual average daily flow (AADF) of wastewater treatment and disposal via rapid infiltration basins. There are four (4) rapid infiltration basins on the property with a total surface area of 5.4 acres. Effluent disposal to the rapid infiltration basins is limited due to reduced percolation rates over time, attributed to algae growth and sedimentation. The City has requested Hazen to perform design, permitting, and bidding services for a Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Class I deep injection well, monitoring well, and surface facilities to serve as the primary disposal location for SW WWTP treated effluent. The services will be provided as two design packages:

1) Injection Well, including one (1) injection well and one (1) dual-zone monitoring well

2) Surface Facilities, including an injection well pump station (IWPS), injection well surface facilities, monitoring well surface facilities, and scarification of four (4) rapid infiltration basins for emergency use by the City

30% design documents will include design criteria for the various project elements. Design submittals (90% and 100%) and bid documents will be provided separately, in accordance with the project schedule, following the City's acceptance of the 30% design documents. This information is further detailed in subsequent sections.

EXHIBIT "1"

TASK 1.0 DESIGN SERVICES

1.1 Project Meetings

The Consultant will conduct the below listed meetings:

- Kick-off Meeting
- 30% Design and Draft FDEP UIC Permit Application Workshop
- 90% Design Review Meeting – Injection Well
- 90% Design Review Meeting – Surface Facilities

Meeting agendas and minutes will be submitted to the City in electronic format.

1.1.1 Initial Site Visits

- Identify potential conflicts with the proposed injection well. monitoring well and injection well pump station locations
- Identify pumping/piping improvements needed to connect the UIC wells to existing effluent transfer and/or reclaimed water lines
- Identify land area needed for construction of the wells for each potential location, including temporary construction access, site footprint, staging area and lay down)
- Identify connection points for temporary power supply for construction at each possible location
- Identify permanent electrical power sources for proposed equipment
- Identify potable water connection points at each potential site

1.2 Surveying

1.2.1 Specific Purpose Topographic Survey

Consultant will contract the services of a licensed State of Florida Surveyor to prepare a topographic survey in accordance with the requirements of Florida Administrative Code Chapter 61G17.004 (Florida Minimum Technical Standards) as set forth for these types of surveys. The topographic survey will be limited to those above ground visible improvements lying within the existing project limits as shown in Figure "1" attached to this agreement.

1.2.2 Potholing Allowance

Consultant will retain the services of an underground utility locator company to locate and mark a limited number of underground utilities in select areas of the project. Included in this task, utility locator company will perform up to 15 potholes for the project.

1.2.3 Underground Horizontal Locates

Consultant will retain the services of an underground utility locator company to perform limited location and marking of underground utilities in select areas of the project. The work will include horizontally locating water, sewer, electric, telecommunications where possible.

1.2.4 Geotechnical Investigation

In order to identify subsurface soil conditions in the project area, Consultant will contract the services of a State of Florida licensed geotechnical engineer. The geotechnical engineer will provide a layout of the soil boring location in the field and secure underground utility clearance through Sunshine State One Call of Florida. The geotechnical firm will perform five (5) Standard Penetration Test (SPT) soil borings (ASTM D-1586), three (3) soil borings to a depth of 80 feet and two (2) to a depth of 30 feet below the existing grade or auger refusal. Laboratory analysis including visual classification of soil samples in accordance with the Unified Soil Classification System (USCS) and some laboratory testing of selected soil samples for index properties limited to moisture content, full grain size analysis and organic content will be performed. An engineering report providing the results of the SPT boring test, the soil laboratory testing, and recommendations for the proposed improvements will be provided.

TASK 2.0 DETAILED DESIGN DOCUMENTS

This Scope of Services assumes development of two separate bid packages – one for the injection and monitoring wells construction and testing, the other for the surface facility improvements including yard piping, injection wellhead piping, monitoring purging piping, civil site improvements, electrical needs, and I&C improvements.

2.1 30% DESIGN DOCUMENTS – INJECTION WELL AND SURFACE FACILITIES

Elements of the 30% Design for the injection well and surface facilities will be summarized in a Preliminary Design Report (PDR).

- Preliminary design and performance criteria for the injection well, monitoring wells, surface facilities and IWPS system
- Siting of injection well, monitoring well, surface facilities, and IWPS
- UIC regulatory framework and permitting requirements
- Recommended well design based on known geology, design capacity, and regulations
- Recommended materials of construction for the injection and monitoring wells
- Listing of proposed wellhead features to include in the final design
- Listing of proposed monitoring equipment and sample piping
- Preliminary hydraulic analysis, pump station confirmation and pump selection
- Preliminary list of specifications
- Identification of construction areas and access for staging, laydown, power needs, and construction staff trailers needed for completion of the injection well, monitoring well, surface facilities and IWPS
- List of permitting needs for permanent surface facility improvements, including stormwater management modifications
- P&ID diagrams showing proposed control of, and conveyance to, the injection well
- Proposed site plan and yard piping improvements.
- Proposed pump station configuration and pump type
- Proposed materials and equipment for yard piping, instruments, and controls
- Engineering opinions of probable construction cost (OPCC) for the two separate bid packages, injection well and surface facilities. These will be Class 5 conceptual level cost estimates (-50% to +100%) that includes costs for well drilling, existing pipeline

and pumping modifications, electrical provisions, remote monitoring and control systems needed, site access needs, civil site improvements, construction permitting efforts, and maintenance of operation requirements.
- Preliminary implementation schedule through completion of bidding

2.2 90% DESIGN DOCUMENTS – INJECTION WELL

90% Design Submittal: Based on the 30% Design Documents prepared in task 2.1, and any adjustments to that design, the proposed schedule, or project budget authorized by the City, the Consultant will prepare and submit to the City for its review, 90% design documents consisting of drawings and specifications that describe the Project. Refer to Exhibit 2 for project schedule. Drawings and specifications will address:

- Detailed technical specifications addressing drilling, casing, cementing, packer testing, coring, geophysical logging, injection testing, water quality testing, and development
- Below ground well construction and testing technical requirements, including mobilization requirements
- Fluid and cuttings handling and disposal requirements
- Test water sources, minimum quality requirements, and anticipated volumes
- Site work necessary for injection well and monitoring well construction
- Access and temporary stormwater controls required during construction
- Temporary facilities required during construction such as water, sewer, disposal, electrical power, and traffic controls
- Proposed wellhead features
- Proposed monitoring equipment and sample piping

90% OPCC: The Consultant will review the 30% design OPCC and will update the OPCC based on the 90% design.

2.3 90% DESIGN DOCUMENTS – SURFACE FACILITIES

90% Design Submittal: Based on the 30% Design Documents prepared in Task 2.1, and any adjustments to that design, the proposed schedule, or Project budget authorized by the City during the 30% design review meeting, the Consultant will prepare and submit to the City for its review, 90% design documents.

The Design for Construction will specifically include, but will not be limited to, the following:

General Design: General design covers index of drawings, location and vicinity maps, updated hydraulic profile, design data, flow diagrams, and general conditions. General drawings and specifications will be prepared.

Hydraulic Modeling: Surge analysis of the pump station and injection well systems will be presented in a Technical Memorandum (TM). Final surge analysis TM will be provided to the City at 90% design.

Civil Design: Civil design covers the plan of the proposed force main. Paving, grading, drainage, and landscape is limited to sod and asphalt restoration only. The proposed deep

injection well force main will be below ground. Contract drawings and specifications for the civil work will be prepared.

Architectural Design: Not Included

Structural Design: Design of a deep injection well pump station wet well, concrete slabs for the injection well and the monitoring well, pump supports, pipe supports, handrails, stairs (if required), and a pre-engineered metal building canopy for the injection well pump station mechanical equipment. Structural enclosure for electrical gear near the IWPS.

Mechanical Design: Design of a deep injection well pumping system and discharge force main to injection well(s). Design pumps and piping for upper and lower monitoring zones.

Electrical Design: Design of electrical power and control system for control of the deep injection well pump station and injection well and monitoring well surface facilities. Pumping system will be controlled by variable frequency drives, which will be located in a structural enclosure near the IWPS. Update to the Arch Flash Study will be included in the Contract Documents.

Instrumentation and Control Design: Design of instrumentation required for operation of the deep injection well system and modifications to SCADA for incorporation of added instrumentation.

Other Disciplines: Not Included. This project only includes the design services described above and does not include design services for other disciplines.

90% OPCC: The Consultant will review the 30% design OPCC and will update the OPCC based on the 90% design.

2.4 100% DESIGN DOCUMENTS – INJECTION WELL

100% Design Submittal: The Consultant will incorporate agreed upon comments from the 90% design review meeting into the 100% design documents.

100% OPCC: The Consultant will update the previously prepared 90% design OPCC.

2.5 100% DESIGN DOCUMENTS – SURFACE FACILTIIES

100% Design Submittal: The Consultant will incorporate agreed upon comments from the 90% design review meeting into the 100% design documents.

100% OPCC: The Consultant will update the previously prepared 90% design OPCC.

2.6 PERMITTING – INJECTION WELL

The Consultant will prepare the permit package for a Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Class I Construction and Testing Permit. Tasks include:

- Pre-application meeting with the City and FDEP: Consultant will schedule and lead a pre-application teleconference with FDEP.
- Prepare and Submit FDEP UIC Construction and Testing Permit Application: Consultant will prepare and submit one permit application for the injection well and associated monitoring well. The application process will begin in conjunction with the PDR.
- The FDEP UIC application will include:
  - Complete FDEP form 62-528.900(1), F.A.C., to construct one injection well and one dual zone monitoring well
  - Project background and overview of the proposed injection well system
  - Summary of regional hydrogeology and hydrogeologic cross-sections of the site and region
  - Determination of the Area of Review (AOR) for the site and preparation of the required well inventory in the AOR
  - Summary of the drilling and testing plan for each well
  - Proposed monitoring program for the injection well system
  - Proposed operating data and procedures
  - Plugging and Abandonment Plan for the injection well and monitoring well
  - Preparation of a local government guarantee for execution by the City
  - Construction and testing procedures
- A draft construction and testing permit application will be submitted to the CITY for review in PDF format. Consultant will incorporate comments received during the review meeting to produce a final version of the application for FDEP submittal.
- Consultant will respond to all Requests for Additional Information (RAIs) from FDEP in order to obtain permits required.
- Consultant will review the Draft Permit from FDEP prior to issuance of the Notice of Intent to issue.

Consultant will submit the permit package and City-paid fees to other respective permitting agencies (once 90% drawings are approved by the Utilities Department) and obtain permit approvals—or determinations of no review requirements-- from each agency, as applicable. Inquiries will be made with the following agencies:

- City of Sunrise Community Development Department (CDD) – Engineering
- Town of Davie – Engineering
- Town of Davie – Building
- Broward County Resilient Environment Department

Development of the permit packages consists of the following information and activities:

- Submit updated drawings (signed and sealed by Professional Engineer).
- Provide required supplemental information to support permit requests.
- Complete permit applications to be signed and sealed by the design engineer.
- Incorporate revisions requested by the permitting agencies and re-submit the information.

One (1) pre-permitting meeting with CDD Engineering and Town of Davie is included as part of this task to review the 90% design documents prior to submission. Pre-Application meetings will be held virtually.

2.7 PERMITTING – SURFACE FACILITIES

The Consultant will prepare the permit packages and obtain applicable signatures once the 90% submittal has been reviewed and approved by the City's Utilities Department. Consultant will submit the permit packages and fees to the respective permitting agencies (once 90% drawings are approved by the Utilities Department) and obtain permit approvals from each agency. The City will be responsible for paying all permit fees. It is anticipated that permits will be required from the following agencies:

- City of Sunrise Community Development Department (CDD) – Engineering
- Town of Davie – Engineering
- Town of Davie – Building
- Florida Department of Environmental Protection – Form 62-620.910(1)(2)
- Broward County Resilient Environment Department
- Florida Department of Environmental Protection - ERP
- South Broward Drainage District - ERP

Development of the permit packages consists of the following information and activities:

- Submit updated drawings (signed and sealed by Professional Engineer).
- Provide required supplemental information to support permit requests.
- Complete permit applications to be signed and sealed by the design engineer.
- Incorporate revisions requested by the permitting agencies and re-submit the information.

One (1) pre-permitting meeting with CDD Engineering and Town of Davie is included as part of this task to review the 90% design documents prior to submission. Pre-Application meetings will be held virtually.

EXHIBIT "1"

TASK 3.0 BIDDING SERVICES

3.1 BIDDING - INJECTION WELL

Solicitation of Bids. The Consultant will prepare a bid package (technical specifications and drawings) as requested by the City Purchasing. If requested, Consultant will meet with City Purchasing Division to review bid documents. Consultant will provide a final copy of the complete bid package in digital format to the City for advertisement.

Prebid Meeting and Site Visit: The Consultant will attend a pre-bid meeting and site visit.

Addenda. The Consultant will prepare for City approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The Consultant will provide the City with a digital copy of addenda for distribution to prospective bidders. The Consultant will coordinate with the City during the bidding process and be available to assist the City in addressing bidders' questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the City.

Evaluation of Contractors and Suppliers. The Consultant will 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 will not be responsible for performing any investigations or reference checks regarding bidders, nor will it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant will assist the City as necessary in making such determination. Evaluation of suppliers in not included.

Bid Opening. The Consultant will prepare the bid tabulation. The Consultant will assist the City in evaluating bids or proposals as described above. Consultant will provide a recommendation for award of the contract based upon reference checks provided by the City and received bids.

Preparation of Conformed Documents for Contract Execution and Construction. The Consultant shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The Consultant shall prepare and provide deliverables to the City and the Contractor as needed for Contract execution and use during construction of the project.

3.2 BIDDING - SURFACE FACILITIES

Solicitation of Bids. The Consultant will prepare a bid package (technical specifications and drawings) as requested by the City Purchasing. If requested, Consultant will meet with City Purchasing Division to review bid documents. Consultant will provide a final copy of the complete bid package in digital format to the City for advertisement.

Prebid Meeting and Site Visit: The Consultant will attend a pre-bid meeting and site visit.

Addenda. The Consultant will prepare for City approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The Consultant will provide the City with a digital copy of addenda for distribution to prospective bidders. The Consultant will coordinate with the City during the bidding process and be available

to assist the City in addressing bidders' questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the City.

Evaluation of Contractors and Suppliers. The Consultant will 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 will not be responsible for performing any investigations or reference checks regarding bidders, nor will it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant will assist the City as necessary in making such determination. Evaluation of suppliers in not included.

Bid Opening. The Consultant will prepare the bid tabulation. The Consultant will assist the City in evaluating bids or proposals as described above. Consultant will provide a recommendation for award of the contract based upon reference checks provided by the City and received bids.

Preparation of Conformed Documents for Contract Execution and Construction. The Consultant shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The Consultant shall prepare and provide deliverables to the City and the Contractor as needed for Contract execution and use during construction of the project.

PROJECT ASSUMPTIONS

1. The Class I injection well will be permitted for disposal of secondary domestic wastewater effluent treated to at least high-level disinfection (HLD) standards; off-spec water will not be permitted for injection well discharge. It is assumed the existing percolation ponds will be retained and maintained for a back-up method of effluent disposal.
2. Design of noise barriers and light barriers is not included but will be incorporated as requirements of the construction contract if required.
3. Geochemical modeling and evaluation of scaling potential are not included.
4. Assistance in the event of a bid protest is not included.
5. All permit/certification fees will be paid by City, including the FDEP UIC permit application fee.
6. Project meetings with the City Utilities Department will be held in person.
7. City will provide reference checks to the Consultant for review prior to Consultant submitting a recommendation for award letter.
8. City will prepare Front End documents.
9. Existing generator and FPL transformer is assumed to have sufficient capacity for existing and proposed loads based on the record drawing information.
10. Contract documents will be submitted for a preliminary review to the Town of Davie Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents.
11. Rule 62-528.435(9), F.A.C., Plugging and Abandonment Criteria and Procedures for Class I and III Wells, requires owners of injection well systems to execute a certification of financial responsibility and local government guarantee. As a part of the permit application process, the Consultant will prepare the documents for execution by the City.
12. City will publish the FDEP UIC Notice of Draft Permit and Notice of Intent and it is assumed that no public meetings will be requested.

13. Permitting through Sunrise CDD Building Department is assumed to not be necessary for this work due to the jurisdictional limits of this agency.
14. Other services not included in this Scope of Services include:
    - Agency and interest group meetings.
    - Public and/or administrative hearings.
    - Contractor negotiations or alternate bid evaluations outside of the scope in the above tasks.
    - Grant writing or obtaining funding through outside sources.
    - Legal descriptions for survey(s)
    - Value engineering by outside agencies

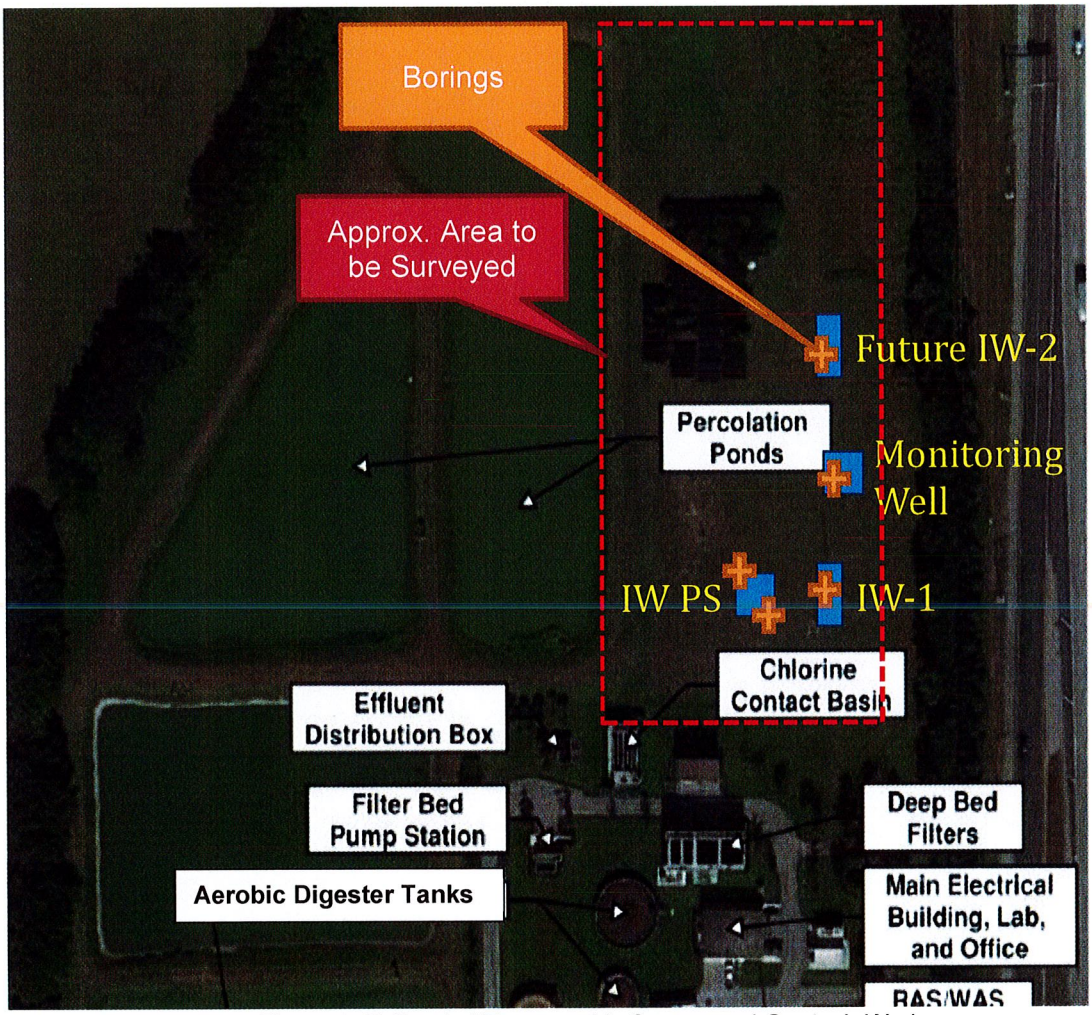


Figure 1: Estimated Topographic Survey and Geotech Work

EXHIBIT "2"

PROJECT SCHEDULE

Task/Description	Task/Completion Duration In Days[1]	Task/Completion In Days Following Notice to Proceed[1]
Task 1.1 Project Meetings/Site Visits	-	-
Task 1.2 Topographic Survey	70	70
Task 1.3 Geotechnical Investigation	70	70
Task 2 Detailed Design Documents		
Task 2.1 30% Design Documents	112	112
City Utilities Internal Review Period (30%)	42	154
Injection Well		
Task 2.2 90% Design Injection Well	84	238
City Utilities Internal Review Period (90%)	28	266
Task 2.4 100% Design Injection Well[2]	28	378
City Utilities Internal Review Period (100%)	28	406
Task 2.6 Injection Well Permitting		
Draft FDEP UIC Permit Application to City	70	112
City Utilities Internal Review Period UIC Permit	42	154
Submittal to FDEP UIC	14	168
Surface Facilities		
Task 2.3 90% Design Surface Facilities	140	294
City Utilities Internal Review Period (90%)	28	322
Task 2.7 Surface Facilities Permitting	84	406
Submittal to CDD Engineering Department	28	350
Task 2.5 100% Design Surface Facilities	56	406
City Utilities Internal Review Period (100%)	28	434
Task 3 Bidding Services		
Task 3.1 Injection Well Bidding	182	588
Task 3.2 Surface Facilities Bidding[3]	182	1,134

[1]Task durations are in calendar days

[2]Assumes six months initial construction and testing permit review timeframe by FDEP. Total review and permit processing timeframe is outside of the control of the City or Consultant.

[3]This assumes the surface facilities work will be bid 1 year after the injection well work.

Office of the City Manager
Mark S. Lubelski, P.E.

CITY OF SUNRISE FLORIDA

Phone: (954) 746-3430
Fax: (954) 746-3439

May 27, 2026

Mr. Gerrit Bulman, PG
Hazen and Sawyer, P.C.
4000-750N Hollywood Blvd.
Hollywood, FL 33021

Subject: Extension of Project Agreement No. PA 23-009-HS between the City of Sunrise and Hazen and Sawyer, P.C. for the SW WWTTP Injection Well & Surface Facilities Design and Bidding Services project.

Dear Mr. Bulman,

On April 25, 2023, the City Commission approved Project Agreement PA 23-009-HS with Hazen and Sawyer, P.C. for Design, Permitting, and Bidding services for the SW WWTTP Injection Well & Surface Facilities Design and Bidding Services project. This project agreement is set to expire on June 2, 2026.

The City received your letter dated May 21, 2026, requesting a one hundred eighty (180) day extension to the Project Agreement. The design phase for Bid Package #1 (Deep Injection and Monitoring Wells) has been completed, and the project is currently advertised for bid. Additionally, Bid Package #2 (Surface Facilities) is currently at the 90% design stage. The requested time extension is necessary to continue bidding and award of Bid Package #1 and complete the design, permitting, bidding and award of Bid Package #2.

In accordance with Section 7 Term, Paragraph 7.1, of the Project Agreement, this agreement specifically requires that the City Manager notify Hazen and Sawyer, P.C. of its intent to extend this Agreement for an additional 180 days prior to the termination date of the Agreement. Therefore, in keeping with the terms contained therein, please consider this letter as notification to Hazen and Sawyer, P.C. that the City of Sunrise wishes to extend the Project Agreement at this time for an additional 180 Days, establishing a new expiration date of November 29, 2026. The City acknowledges there is no additional remuneration requested with this time extension.

If you have any questions regarding this matter, please contact Alfredo Montano, P.E., Project Manager, at 954-888-6037.

Sincerely,

FOR Mark S. Lubelski, P.E.
City Manager

cc: Thomas Moss, City Attorney
Felicia Bravo, City Clerk
Victoria Hernandez, Procurement Manager
Rodrigo de Castro, P.E., Director of Utilities

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750 N
Hollywood, FL 33021 • 954.987.0066

May 21, 2026

Rodrigo de Castro, PE
Utilities Director
City of Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325

Re: Request for Time Extension
Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services
Project Agreement Number: 23-009-HS

Dear Mr. de Castro:

Project Agreement (PA) 23-009-HS for the Southwest WWTP Injection Well and Surface Facilities Design and Bidding Services project will expire on June 2, 2026. As indicated in Paragraph 7.1 of the PA, the City Manager may extend the term of the agreement at his discretion for a period not to exceed 180 days. The purpose of this letter is to request a formal time extension for this PA for a period of 180 days which will change the expiration date of the contract to November 29, 2026.

This extension is requested to continue supporting bidding activities for the injection well bid package.

We look forward to continuing to work with the City on this important project. Please contact me if you have any questions or require further information.

Sincerely,

Anthony Niemiec, Jr., PE, BCEE
Associate

Job no 40719-023

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.I. **C #:** 26291

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-23-030-CE Springtree Water Treatment Plant Improvements - Phase II Nanofiltration Treatment Expansion"; and providing an effective date.

BACKGROUND INFORMATION:
The Springtree Water Treatment Plant (WTP) Reverse Osmosis (RO) treatment process has been out of service since March 2020 due to complications with the raw water supply from the Floridan aquifer. The Utilities Department developed a Project Agreement with Carollo Engineers, Inc., one of the City's water and wastewater engineering consultants, to prepare contract documents for design, permitting, and bid assistance for the conversion of the existing RO treatment system at Springtree WTP to a NF treatment process. These improvements will improve reliability and operation of this facility while improving overall finished water quality by returning the capability to blend the NF water with the existing lime softened water. This capital project is currently under construction startup and commissioning phase.

Separately, the Utilities Department successfully secured an additional allocation to its base Biscayne aquifer allocation from the South Florida Water Management District due to the City's participation in the C-51 reservoir project. Recognizing that there is an ability to increase the capacity of the NF treatment process and take advantage of the additional Biscayne aquifer allocation, as a result of the C-51 project, the Utilities Department developed the Springtree WTP Improvement – Phase II capital improvement project. This project doubles the capacity of the NF water treatment process, from 1.7 mgd million gallons per day (MGD) to 3.4 MGD. Additionally, the project will improve reliability and water quality, including addressing the newly published regulations for per- or polyfluoroalkyl substances (PFAS), while returning the capability to blend the NF product water with the existing lime softened water.

On June 25, 2024, the City Commission approved Project Agreement No. 23-030-CE with Carollo Engineers, Inc for design, permitting, and bidding services related to Springtree WTP Improvement – Phase II capital improvement project. On June 1, 2026, Project Agreement No. PA-23-030-CE was administratively extended by the City Manager for 180 days, through December 4, 2026, to complete the design and review by regulatory agencies.

Carollo has completed the design documents and obtained the necessary permit approvals. The City subsequently advertised the construction bid solicitation under Bid No. 26-51-03-CM and opened the bids. Carollo is assisting the City with reviewing and evaluating the submitted bids to determine responsiveness and compliance with the solicitation requirements. Since the Project Agreement is set to expire on December 4, 2026, an extension is necessary to allow sufficient time to complete the bidding process and support the award of the construction contract. The attached First Amendment to Project Agreement No. PA-23-030-CE includes additional time through July 2, 2027, for Carollo to complete the scope of work. Carollo is not requesting any additional compensation associated with this First Amendment.

FUNDING INFORMATION:
NA

ATTACHMENTS:
ATY Resolution - C26291
First Amendment - PA 23-030-CE
Project Agreement - PA 23-030-CE

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND CAROLLO ENGINEERS INC. FOR PROJECT AGREEMENT NUMBER: PA-23-030-CE SPRINGTREE WATER TREATMENT PLANT IMPROVEMENTS - PHASE 2 NANOFILTRATION TREATMENT EXPANSION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2021, the City of Sunrise entered into a Continuing Services Agreement with Carollo Engineers, Inc. (Consultant) for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, on June 25, 2024, via Resolution No. 21-45-24-E, the City entered into Project Agreement Number PA-23-030-CE (Project Agreement) with the Springtree Water Treatment Plant Improvements – Phase 2 Nanofiltration Treatment Expansion Project; and

WHEREAS, on June 1, 2026, the City Manager approved an extension of the Project Agreement through December 4, 2026; and

WHEREAS, a First Amendment to the Project Agreement is necessary to extend the term through July 2, 2027, to provide additional time to complete the full scope of work.

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

Section 1. A "First Amendment to Project Agreement between the City of Sunrise and Carollo Engineers Inc. for Project Agreement Number: PA-23-030-CE Springtree Water Treatment Plant Improvements – Phase 2 Nanofiltration Treatment Expansion" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made part of this Resolution as Exhibit A.

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

First Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS INC.

For

Project Agreement Number: PA-23-030-CE

SPRINGTREE WATER TREATMENT PLANT IMPROVEMENTS - PHASE 2 NANOFILTRATION TREATMENT EXPANSION

This First Amendment ("First Amendment") to the Project Agreement Number: PA-23-030-CE between the City of Sunrise and Carollo Engineers Inc., for the Springtree Water Treatment Plant Improvements – Phase 2 Nanofiltration Treatment Expansion Project, dated August 6, 2024, is between the City of Sunrise, a municipal corporation ("City") and Carollo Engineers Inc., ("Consultant").

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Consultant Services; and

WHEREAS, Project Agreement Number: PA-23-030-CE, dated August 6, 2024, was entered into between the City of Sunrise and Carollo Engineers Inc., for Design, Permitting, Bidding, for the Springtree Water Treatment Plant Improvements – Phase 2 Nanofiltration Treatment Expansion Project; and

WHEREAS, on June 1, 2026, Project Agreement No.: PA-23-030-CE was extended 180-days through December 4, 2026 via written notification by the City's City Manager; and

WHEREAS, the Consultant has completed the construction documents, the City has received bids for the Project, and the Consultant is assisting with bid evaluation; therefore, the City and the Consultant desire to extend the term of Project Agreement No. PA-23-030-CE to complete the bidding process through the award of the construction contract, as authorized under the 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. Section 7 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

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 ~~670~~ 1060 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.~~

3. 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.

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 executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
City Manager

___ day of _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

By:_____
Chris T. Reinbold, P.E.
Vice President

_____ day of _____, 2026.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2024 AUG -8 PM 12:38

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA 23-030-CE

SPRINGTREE WATER TREATMENT PLANT IMPROVEMENTS - PHASE 2
NANOFILTRATION TREATMENT EXPANSION

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Carollo Engineers, 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.

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 Not Used.

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Based on the 90% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare 100%

design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

28.3 Not used.

2.8.4 Not used.

2.8.5 Not Used.

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: Project Task 2 - 90% Design Documents $100

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 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

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

NAME	FUNCTION
Lyle Munce	Company Officer
Vincent Hart	Technical Expert
Christopher Reinbold	Senior Principal Professional
Brian Lamay	Principal Professional
Michael Boaz	Professional
Mark Pellish	Principal Professional
Jeffrey West	Senior Professional
Joseph Hanlon	Senior Principal Professional
Rich Warner	Senior Principal Professional
Adrian Enriquez	Senior Designer
Ana Ricardo	Designer
Shoshana Woody	Clerical

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 $200,000 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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 – 30% Design Documents	$80,000	40%
Task 2 – 90% Design Documents	$60,000	30%
Task 3– 100% Design Documents	$20,000	10%
Task 4 – Permit Documents	$20,000	10%
Task 5 – Bidding Services	$20,000	10%

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 **670 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.

SECTION 10 FOREIGN GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

SECTION 11 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

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

SECTION 12 ANTITRUST VIOLATIONS

12.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this 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.

SECTION 13 SCRUTINIZED COMPANY

13.1 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.

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

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

1. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement or its amendments, the terms of this First Amendment shall govern. All

other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

2. 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 Second Amendment.

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

[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 Carollo Engineers, Inc., signing by and through its Sr. Vice President and Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

6 day of August, 2024.

AUTHENTICATION:

_____
City Clerk ~~Felicia M. Bravo, City Clerk~~

(SEAL)

Approved as to form for the City:

By: _____
~~Thomas P. Moss~~ Navin A. Ramnath
Deputy City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

BY: _____
Lyle Munce, P.E.; Chris T. Reinbold, P.E.

TITLE: Senior Vice President, Vice President

26th day of June, 2024.

AUTHENTICATE:

_____
Secretary

Michael W. Barnes
Please type name

(CORPORATE SEAL)

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

The City of Sunrise (CITY) Springtree Water Treatment Plant (WTP) consists of a lime softening and a reverse osmosis (RO) treatment system. The RO system is currently being retrofitted to a nanofiltration (NF) system. The facility was designed as a 4 million gallons per day (MGD) RO treatment system comprised of two membrane treatment skids. One RO skid was originally commissioned in 2014 and operated for several years. Due to a Floridan raw water well issue, the RO facility has not operated since April, 2020. It has been determined that the RO membrane system should be replaced with a nanofiltration membrane system due to availability of source water from the SFWMD (allocated via the C-51 Reservoir Project).

A study, titled "Springtree RO to NF Conversion Evaluation", was undertaken in mid-2021 to determine the needs to convert the existing RO system to a nanofiltration system. The 2021 study and subsequent design project resulted in the current RO to NF conversion design documents. The RO to NF conversion design project is scheduled to be constructed in 2023-2024. This initial conversion will add an additional skid with 1.7 MGD of capacity. The capacity of this second NF skid will also be 1.7 MGD of additional capacity.

Critical to the utilization of the NF treatment system is the quantity of raw water that is available from the Biscayne Aquifer. Since the CITY has reserved capacity in the amount of 5 MGD from the C-51 Reservoir system, and 32.77 MGD total annual allocation from the Biscayne Aquifer, adequate raw water will be available in the future.

The purpose of this Project Agreement is to perform the necessary design efforts to add the second NF membrane system. This design effort will analyze and assess the 2014 facility design to incorporate the industry's latest advancements. In addition to the design of the proposed NF skid and associated improvements, the CITY desires the CONSULTANT to address the issue of the corrosion in the existing process building. The specific design activities will incorporate the following features:

- Biscayne Aquifer raw water feed pump addition;
- Sand strainer;
- Cartridge filter;
- Raw water analysis instruments;
- Membrane Treatment – NF Element Selection and Train Arrangement
- Chemical storage and feed;
- Post treatment stabilization;
- 4-log disinfection compliance;
- Membrane clean-in-place system connections;
- Work with original building manufacturer to determine means & methods to address existing corrosion and prevent future occurrences.
- Construction documents necessary to demolish and remove the ASR wellhead, and abandon the well in accordance with applicable regulatory requirements, will also be provided.

Notes:
All facilities will be designed to provide Class I reliability. During design development additional provisions may be incorporated as desired by CITY to seek additional reliability regarding concentrate flow to the injection well system.

Membrane selection will be performed considering Maximum Contaminant levels as published in the National Primary Drinking Water Regulation for per and polyfluoroalkyl substances that will be in effect in five years. The intent will be for the permeate to be lower than the MCLs.

In addition to facility design services, FDEP, Community Development Department, Engineering, and Broward County Environmental Protection and Growth Management permit application activities will be performed, including responding to requests for additional information. Bidding assistance and support will also be provided.

Assumptions:

- Except as noted otherwise herein, in providing opinions of cost, financial analyses, economic feasibility projections, and schedule for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties, quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinion, analyses, projections, or estimates.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

Services/costs not included:

- Permit application fees – Permit fees will be paid by the City.
- Site investigation services. Existing information will be utilized.

EXHIBIT "2"

Task/Description	Task Completion in Weeks Following Notice To Proceed
Task 1 – 30% Design Documents	14
Task 2 – 90% Design Documents	20
Task 3 – 100% Design Documents	26
Task 4 – Permit Documents	46
Task 5 – Bidding Services	TBD

The project schedule assumes:
Receipt of data request within 2 weeks of Notice To Proceed.
Four weeks for Utilities' review of submittals.
Twenty weeks for Community Development Dept. review and approval.
Four weeks for Purchasing Division review of bid documents.
Submission of permit application and supporting information at the 90% design level.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.J. **C #:** 26290

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. 23-002-HS Springtree WTP Electrical Upgrades - Phase 1 Construction Management Services"; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise, Utilities Department operates and maintains the Springtree Water Treatment Plant (WTP), which includes both low- and medium-voltage electrical power distribution systems. Several critical components of this system have reached the end of their useful life and require replacement to maintain operational reliability and regulatory compliance. To complete the necessary replacements, the construction work was planned in two phases:

- Phase 1: Replacement of the High Service Pump Variable Frequency Drives (3 units), Low Voltage Unit Substations (2 units), and the 480V Motor Control Centers (2 units).
- Phase 2: Replacement of the Medium Voltage Motor Control Centers (2 units) and the Medium Voltage Utility/Generator Switchgear and Controls.

A construction contract was awarded to TLC Diversified LLC on August 9, 2022, for implementation of Phase 1. On October 25, 2022, via Resolution No. 21-46-22-E, the City entered into Project Agreement No. 23-002-HS with Hazen and Sawyer, P.C. (Hazen), to provide construction administration and observation services for the construction project. These services are essential to ensure the project is constructed in accordance with the contract documents and certified as required by permitting agencies.

On October 14, 2025, the First Amendment to Project Agreement No. 23-002-HS was approved to extend the term of the agreement to December 16, 2026, due to delays related to

unforeseen underground field conditions.

Construction of Phase 1 is currently approximately 96% complete. However, an additional extension is necessary to allow Hazen to continue providing construction administration and observation services authorized under the Project Agreement. These services are essential to ensuring that construction is completed in accordance with the contract documents and all applicable permitting and regulatory requirements.

Accordingly, the Utilities Department is requesting approval of the Second Amendment to Project Agreement No. 23-002-HS to extend the agreement term for one year through December 16, 2027, to maintain continuity of Hazen's services through construction completion and final project closeout. The proposed amendment is limited solely to an extension of time. Hazen is not requesting any additional compensation associated with this Second Amendment.

FUNDING INFORMATION:
NA

ATTACHMENTS:
ATY Resolution - C26290
Second Amendment - PA 23-002-HS
First Amendment - PA 23-002-HS
Project Agreement - PA 23-002-HS

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SECOND AMENDMENT TO PROJET AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NO. 23-002-HS SPRINGTREE WTP ELECTRICAL UPGRADES – PHASE 1 CONSTRUCTION MANAGEMENT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 25, 2022, via Resolution No. 21-46-22-E, the Sunrise City Commission approved Project Agreement Number: PA-23-002-HS (Project Agreement), with Hazen and Sawyer, P.C. for Construction Management Services for the replacement of critical portions of the electrical system at the Springtree Water Treatment Plant; and

WHEREAS, on April 30, 2025, the City Manager approved a 180-day extension of the Project Agreement, extending the term to November 1, 2025; and

WHEREAS, on October 14, 2025, via Resolution No. 21-46-25-E, the Sunrise City Commission approved a first amendment to the Project Agreement extending the term through December 16, 2026, due to delays related to unforeseen underground field conditions.

WHEREAS, a Second Amendment to the Project Agreement is necessary to extend the term through December 16, 2027, to provide for continuation of construction management services through the completion of the construction phase and final project closeout.

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

Section 1. A "Second Amendment to Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. 23-002-HS Springtree WTP Electrical Upgrades – Phase 1 Construction Management Services" (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made a part of this Resolution as Exhibit A.

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

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

PASSED AND ADOPTED this _____ DAY of _____, 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

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen and Sawyer, P.C.

For

Project Agreement No. 23-002-HS

Springtree WTP Electrical Upgrades - Phase 1
Construction Management Services

This Second Amendment is made **to Project Agreement No. 23-002-HS**, originally passed and adopted on October 25, 2022, between the City of Sunrise, a municipal corporation (City) and Hazen and Sawyer, P.C. (Consultant).

WHEREAS, on May 11, 2021, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

WHEREAS, on November 7, 2022, Project Agreement No. 23-002-HS (the "Project Agreement") was approved by Resolution No. 21-46-22-E and entered into between the City and the Consultant for Springtree Water Treatment Plant (WTP) Electrical Upgrades – Phase 1 Construction Management Services; and

WHEREAS, on October 14, 2025, the First Amendment to Project Agreement No. 23-002-HS was approved and entered into between the City and the Consultant for Springtree Water Treatment Plant (WTP) Electrical Upgrades – Phase 1 Construction Management Services; and

WHEREAS, construction of the Springtree WTP Electrical Upgrades is nearing completion but remains ongoing, with approximately 96% of the work completed.

WHEREAS, the current Term date of the Project Agreement is December 16, 2026, and an extension is necessary to allow the Consultant to continue providing contract administration, construction oversight, project closeout, and other related services authorized under the Project Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to allow for the continued provision of services including contract administration, construction oversight, project closeout, and other related services authorized under the Project Agreement; and

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

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

2. Section 7 of the Project Agreement are hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

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 ~~1500~~ **1865** days, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. 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 Second Amendment conflict with those of the Project Agreement or its First Amendments, the terms of this Second Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

4. Captions. The captions of this 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.

[PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by **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 _____, 20_____.

AUTHENTICATION:

_____
Felicia M. Bravo, 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.
Vice President

_____ day of _____, 20____.

AUTHENTICATE:

_____
Senior Vice President

_____
Robert B. Taylor, Jr., P.E.

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE

2025 OCT 15 AM 11:57

FIRST AMENDMENT

to

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen and Sawyer, P.C.

For

Project Agreement No. 23-002-HS

Springtree WTP Electrical Upgrades - Phase 1
Construction Management Services

This First Amendment is made **to Project Agreement No. 23-002-HS**, originally passed and adopted on October 25, 2022, between the City of Sunrise, a municipal corporation (City) and Hazen and Sawyer, P.C. (Consultant).

WHEREAS, on May 11, 2021, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

WHEREAS, Project Agreement No. 23-002-HS (Project Agreement) was approved by Resolution No. 21-46-22-E and entered into between the City of Sunrise and Hazen and Sawyer, P.C. for Springtree Water Treatment Plant (WTP) Electrical Upgrades - Phase 1 Construction Management Services; and

WHEREAS, construction of the Springtree WTP Electrical Upgrades is approximately 70% complete, delayed due to unforeseen site conditions, requiring the Consultant to prepare revised design drawings. The Contractor has submitted a request for a time extension, citing valid justifications, which is currently under evaluation; and

WHEREAS, the City requires the Consultant's continued support for contract administration, construction oversight, inspection services, and other associated tasks as authorized under the existing Agreement; and

WHEREAS, on April 30,2025, the City Manager provided a one hundred eighty (180) day extension of the Project Agreement, extending its term until November 1, 2025, in accordance with Paragraph 7.1 of the Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to allow for the continued provision of services; and

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

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

2. Section 7 of the Project Agreement are hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

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 ~~910~~ 1500 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.

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

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

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

[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

14 day of October, 2025.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk (SEAL)

CITY OF SUNRISE FLORIDA CORPORATE SEAL 1961 MUNICIPAL CORPORATION

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.
Vice President

10th day of October, 2025.

AUTHENTICATE:

_____
Senior Vice President

_____
Robert B. Taylor, Jr., P.E.

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2022 NOV -8 AM 11:22

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-23-002-HS

SPRINGTREE WTP ELECTRICAL UPGRADES - 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 Not used

2.4 Not used

2.5 Not used

2.6 Not used

2.7 ADMINISTRATION OF CONSTRUCTION

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

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

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

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

construction means, methods, sequences, or procedures for performing any construction activities.

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

2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and

forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

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

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is

suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Not used

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

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

NAME	FUNCTION
Patricia Carney, PE	Company Officer
J. Brad Pickett, PE	Project Manager
Jose Cano, PE	Professional
Jean Paul Silva, PE	Sr. Principal Professional
Bernard Steiger, PE	Sr. Principal Professional
Alexandra Fisher, PE	Sr. Professional
John Koroshec, PE	Sr. Principal Professional
Eli Andres	Sr. Professional
Teresa McNally	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 $244,900 exclusive of authorized Reimbursable Expenses ($250,000 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. 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:

5.2

Task 1 – Construction Contract Administration Services	$	165,400	67.5%
Task 2 – Construction Inspection and Observation Services	$	79,500	32.5%

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 Sub-Consultant's in the interest of the Project, as follows:

Not to exceed $5,100 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 **910 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.

SECTION 10 FOREIGN GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

14 day of November, 2022.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, 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.

TITLE: Vice President

21st day of October, 2022.

AUTHENTICATE:

_____
Vice President

Robert B. Taylor, Jr., P.E.
Please type name

(CORPORATE SEAL)

WITNESSES:

Guillermo J. Regalado
_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of Sunrise ("City") operates and maintains the City's Springtree Water Treatment Plant (WTP), which includes a low and medium voltage electrical power distribution system. Critical portions of the electrical system have reached the end of their useful lives and require replacement.

Specifically, the following low and medium voltage electrical distribution equipment needs to be replaced:

Equipment	Replacement Justification	Phase
Medium Voltage Utility/Generator Switchgear and Controls	• Configuration does not allow parallel generators • Condition assessment indicates replacement is required • Spare parts no longer manufactured / difficult to obtain • Recent operational failures of internal components	2
Medium Voltage Motor Control Centers (2) (MV-MCC-1A/B)	• End of useful life (25+ years) • Spare Parts no longer manufactured / difficult to obtain • Condition Assessment indicates replacement is required	2
Low Voltage Unit Substations (2)	• End of useful life (25+ years) • Testing of equipment creates hazard to staff • Condition assessment indicates replacement is required	1
High Service Pump Variable Frequency Drives (3)	• End of useful life (25+ years) • One VFD has failed and unable to obtain replacement parts • Condition assessment indicates replacement is required • 5kV Isolation Transformers are inefficient	1
480V Motor Control Centers (2)	• End of useful life (25+ years) • Spare Parts no longer manufactured / difficult to obtain • Condition assessment indicates replacement is required	1

Hazen and Sawyer performed a detailed design for both Phase 1 and Phase 2 for the replacement of the equipment outlined above. The Construction Contract for Phase 1 has been awarded therefore this project agreement provides the following:

- Construction Contract Administration Services during construction of Phase 1 including:

- Project Management services to provide proper communication and coordination between stakeholders (the City, Engineer, Contractor, and Sub-Contractors)
- Monthly construction review meetings with the Contractor to address schedule and coordination items
- Construction Administration Office efforts including Shop Drawing Review, Request for Information ("RFI") Response, and Contract Interpretations / Change Management
- Payment Application Review based on Engineer's observations on work completed for each period when compared to the Schedule of Values

- Construction Inspection and Observation Services during construction of Phase 1 including:
  - Periodic on-site inspections
  - Specialty inspections by HVAC, Structural, and Electrical experts during critical construction activities
  - Construction punch-list and closeout walk-through and checklists to inform substantial and final completion
  - Provide as-built record drawing at the end of construction to properly document the installation.

EXHIBIT "1"

Task 1 **CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

1.1 The Consultant shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The Consultant shall prepare and provide deliverables to the City and the Contractor as needed or indicated in this Agreement and the Contract for Construction for execution of the contract and use during construction of the project.

1.2 The Consultant shall provide assistance to the Contractor for procuring the Building Department permits from the City of Sunrise. Consultant shall provide special inspection forms, special building inspections, special inspection reports, signed/sealed drawing revisions, and submittals as required to obtain permits, obtain inspection approvals and closeout permits. Consultant shall provide drawing revisions to satisfy permit comments within three (3) weeks of the issuance of the comment from the permit jurisdiction. Consultant shall monitor merit status and provide feedback to the City. Consultant shall revise drawings to reflect changes required for permit approval after the bid. Consultant shall provide signed/sealed/dated modified permit drawing sets, within seven (7) calendar days of the request from the City or Contractor. Consultant shall provide a permit submittal cover letter that addresses previous permit review comments, drawings changes since the previous permit submittal and new permit submittals within three (3) days of receiving copies of the contractors permit applications or updated submittals. This contract assumes assistance on a maximum of two (2) rounds of building review submittals prior to approval.

1.3 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 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. 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.

1.4 The Consultant shall schedule and attend a pre-construction meeting and monthly progress meetings, which shall include, but shall not be limited to, 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. During construction, the Consultant shall schedule additional meetings with the City, the Contractor, and others, when appropriate, to review the progress of the Project or as otherwise necessary to protect the interest of the City. The Contractor shall prepare, distribute and maintain detailed minutes of the pre-construction meeting and progress meetings relating to the construction of the Project. This Project Agreement assumes twenty (20) meetings throughout construction.

1.5 At any time during the Construction phase, the Consultant shall notify the City in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The Consultant shall prepare and issue any necessary

interpretations and clarifications of the Contract Documents within five (5) working days. The Consultant must obtain written approval from the City if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the Consultant shall prepare work directives and proposed Change Orders. The Consultant shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the City. The Consultant may issue field orders that do not affect cost, schedule, quality or utility operations.

1.6 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 such 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.

1.7 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.

1.8 The Consultant shall carefully inspect the Work of the Contractor whenever or wherever appropriate including any final inspection or testing required by the Contract Documents. The purpose of such inspections shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. In making such inspections, 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 inspection the Consultant shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the City. Furthermore, the Consultant shall require and review any and all tests required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the City the results thereof.

1.9 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 as required in Paragraph (c) hereinabove, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue recommended approvals for Payment to the City in 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 as provided in Paragraph (c) hereinabove, and that the Work has progressed to the level indicated, that the quality of

the Work meets or exceeds 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 of the amount recommended for approval. The City shall be the final interpreter of the amount of payment. This Project Agreement assumes a fourteen (14) month construction schedule with fourteen (14) requests for payment.

1.10 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter 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 the request of the Contractor or the City not to exceed ten (10) calendar days. Unless otherwise directed by the City, the Consultant shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract for Construction.

1.11 The Consultant shall reject 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.

1.12 The Consultant shall review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval 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 Contract for Construction. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. This contract assumes the review of forty (40) shop drawing submittals and potential resubmittals.

1.13 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 Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time.

1.14 The Consultant shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract. When requested by the City, the Consultant shall prepare a detailed Operation and Maintenance Manual for the entire Project.

1.15 The Consultant shall review any Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the City that said drawings are adequate, accurate and complete as provided by the Contractor.

EXHIBIT "1"

Task 2: **CONSTRUCTION INSPECTION AND OBSERVATION SERVICES**

2.1 The Consultant shall provide the services of a Project inspector ("Inspector"). The Inspector shall be the Consultant's agent at the Project site. The Inspector shall inspect the work and shall keep the City fully informed of the progress and quality of the work.

2.2 The Inspector shall review the Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor.

2.3 The Inspector shall attend all prebid, preconstruction, and other meetings pertaining to construction of the Project. The 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.

2.4 The 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 Inspector shall 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 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.

2.5 The Inspector shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The Inspector shall maintain detailed records relating to any such tests. The Inspector shall accompany any visiting inspectors or representatives of the City when requested by the Consultant or the City. The 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.

2.6 The Inspector shall maintain at the Project site a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The Inspector shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, daily activities, 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 Inspector shall also maintain names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of material and equipment for the Project.

2.7 The Inspector shall periodically prepare 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.

2.8 The Inspector shall advise the Consultant in advance of any scheduled test, inspection or start-up of equipment as well as commencement of any significant phase of the Work. The Inspector shall report immediately in writing to Consultant and the City upon the occurrence of any accident. In accordance with the requirements of the contract between the City and the Consultant, the Inspector shall review the Contractor's applications for payment.

2.9 The Inspector shall verify the submission of all certificates, maintenance manuals, operation manuals, 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 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. This Contract assumes the Consultant will provide one (1) part-time Inspection Project Representative (IPR). The Consultant retains the right to determine appropriate allocation of the IPR's time to align it with appropriate construction activities.

2.10 The 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 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 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 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. Consultant is responsible and liable for the acts and omissions of its Inspector.

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. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
4. Consultant shall provide electronic Conformed Documents. Hard copies shall be provided by the Consultant upon the request of the City. Consultant shall provide notes on drawings changed per addenda; and Consultant shall cloud and note all drawing changes required for each permit jurisdiction approval.
5. IPR will work part-time during periods of active new construction. The City Inspector will provide all required inspection services during mobilization, demolition and demobilization construction activities. The Consultant's IPR will provide part-time services. Specialty inspection will be provided by structural/mechanical/electrical engineers in addition to the IPR during critical periods of construction activities.

EXHIBIT "1"

SPRINGTREE WTP ELECTRICAL UPGRADES
CONSTRUCTION MANAGEMENT SERVICES

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

Task	Task Description	Deliverable
1	**Construction Contract Administration Services**	
1.1	Preparation of Conformed Documents	Conformed Documents
1.2	Assistance to Contractor for Procuring Building Permits	Letter/Form/Reports/Drawings
1.3	Representation of the City	Correspondence as Needed
1.4	Kickoff Meeting, Progress & Construction Meetings	Comments to Contractor's Agenda and Minutes
1.5	Interpretations and Clarifications	Responses
1.6	Examination of the Schedule of Values	Review Comments
1.7	Examination of Construction Schedule	Review Comments
1.8	Inspection of the Work & Testing	Inspection Reports
1.9	Approval of Request for Payment	Review Comments
1.10	Contract Interpretations	Responses
1.11	Rejection of Work	Notifications
1.12	Shop Drawings and Submittals	Review Comments and Approved Submittals
1.13	Change Orders	Work Directives and Change Orders
1.14	Contractor Operation and Maintenance Manuals	Review Comments
1.15	Record Drawings	Record Drawings
2	**Construction Insp. & Obs. Svcs.**	Inspection Reports

EXHIBIT "2"

PROJECT SCHEDULE

SPRINGTREE WTP ELECTRICAL UPGRADES
CONSTRUCTION MANAGEMENT SERVICES

Task	Task Description	Duration from NTP (Weeks)
1.0	Construction Contract Administration Services	60
2.0	Construction Inspection and Observation Services	60

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.K. **C #:** 26191

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, awarding RFP No. 25-02-05-MS and "Contract No. C 25-02-05-MS - The Contract for Design Build" to David Mancini & Sons, Inc. for Design-Build Services for Lift Station Basin 122 Improvement Project; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise Utilities Department owns and maintains Lift Stations 119, 120, and 122. These lift stations are wet pit/dry pit configurations and approaching the end of their useful service life, resulting in increased maintenance challenges for Utilities staff. To address these operational concerns, the Utilities Department proposes rehabilitating the affected lift stations and converting them into submersible pumping stations. This work includes replacing the existing dry-pit-mounted pump and motor assemblies with new submersible pumps and motor assemblies. Additional improvements include raising the wet well top slab elevations to meet Broward County's 100-year flood elevation requirements; installing new valve vaults and wastewater force main discharge piping; and upgrading the facilities to comply with current City of Sunrise Design and Construction Standards and Details. The project also includes replacing the wastewater force main extending from LS 156 to Nob Hill Road. This force main was installed more than 30 years ago and has experienced multiple failures due to its age, material, and capacity limitations. The replacement force main will be appropriately sized to accommodate the design flows associated with the rehabilitated pumping stations. The replacement of an existing potable water main within the same roadway corridor was also initially included in the project based on anticipated cost savings through economies of scale by coordinating the water main and force main improvements.

In order to facilitate the aforementioned improvements, it was determined that the design-build delivery method would be the most effective process. In accordance with Florida Statutes, related to the design-build project delivery method, the City entered into an agreement with Carollo Engineers, Inc. (Carollo) to produce a design criteria package that becomes the basis

of design for the solicitation and hiring of a design-build firm or company. Carollo completed the design-build criteria documentation, and the City requires a qualified firm or company to provide design-build services for the Lift Station Basin 122 Improvement Project.

To address the needs, the City issued Request for Qualifications (RFQ) No. 25-02-05-MS, as the first step of a two-step selection process, to pre-qualify firms or partnerships for the design-build services required for the project, and four responses were received. A staff lead committee evaluated the responses and recommended qualification of all four firms; David Mancini & Sons, Inc.; Giannetti Contracting Corporation; Ric-Man International, Inc.; and Southern Underground Industries, Inc.

At the September 15, 2025, City Commission Meeting, the City Commission authorized the Procurement Manager to proceed to Step 2 of the RFP process and request proposals from the four qualified firms. All four qualified firms submitted responses; however, Ric-Man International, Inc. was deemed non-responsive due to the failure to submit a proposed price by the specified RFP deadline.

The staff-lead committee evaluated and ranked the proposals and subsequently met with the highest ranked firm, David Mancini & Sons, Inc. (DMSI) to negotiate terms and conditions and pricing that are fair and reasonable. The Engineer's Class 5 Opinion of Probable Construction Cost (OPCC), was $14.56 million. DMSI's proposal was $20,783,600, which exceeded the OPCC by 42.7%.

During negotiations, further evaluation of the project revealed that the proposed water main and wastewater force main improvements would require more independent construction activities than initially anticipated. The two systems would follow different routes, require distinct construction methods, and involve separate permitting and construction schedules based on the contractor's proposed means and methods. As a result, the anticipated economies of scale associated with combining the improvements would not be realized, contributing to a substantial increase in the overall project cost attributable to the water main component. Additionally, the existing potable water main has not experienced significant failures or an abnormal frequency of repairs. Its replacement was initially included primarily to take advantage of anticipated construction efficiencies rather than to address an immediate operational deficiency.

In consideration of these findings, and to maintain the project's affordability while prioritizing its most critical infrastructure needs, the City revised the project scope to eliminate the potable water main replacement component. The revised scope retains the rehabilitation of LS 119, 120, and 122 and the replacement of the aging wastewater force main. These improvements preserve the project's primary objectives of enhancing lift station reliability, addressing operational and capacity concerns, and replacing critical aging infrastructure.

DMSI’s revised proposal amount is $11,111,175, inclusive of a proportionally reduced Owner's Allowance. This amount is approximately 9.2 percent above the Engineer's OPCC for the revised project scope, representing a more favorable alignment between the proposed contract amount and the estimated construction cost. All references for DMSI’s performance on projects of similar type and scale with other entities were favorable. Staff is recommending approval to award of RFP No. 25-02-05-MS and a Contract for Design-Build to the highest ranked firm DMSI.

Following award by the Commission, the Contractor will be required to obtain acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

Utilities staff will continue to evaluate the water main scope of work that was removed from the project and propose at an appropriate time within the Capital Improvement Plan Budget.

There is a companion agenda item that will be presented for City Commission consideration at the November 10, 2026, meeting to approve a Project Agreement with Carollo Engineers, Inc., for consulting services during the design and construction phases of the project.

FUNDING INFORMATION:

465.66.70.533.506510 - Construction

Project 505605 - Lift Station 122 Basin Improvement

$11,111,175.00

ATTACHMENTS:
ATY - Resolution - C26191
Contract for Design Build
Evaluation and Ranking
Resolution No. 25-141
Sunbiz - David Mancini and Sons

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 25-02-05-MS AND "CONTRACT NO. C 25-02-05-MS THE CONTRACT FOR DESIGN BUILD" TO DAVID MANCINI & SONS, INC. FOR DESIGN-BUILD SERVICES FOR THE LIFT STATION BASIN 122 IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm to provide professional design-build services for the Lift Station Basin 122 Improvement Project; and

WHEREAS, on September 15, 2025, via Resolution No. 25-141, the City qualified four (4) firms pursuant to RFQ No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 1, and authorized the Procurement Manager to proceed to Step 2 by issuing a Request for Proposals; and

WHEREAS, thereafter, the City issued RFP No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 2, and four (4) proposals were evaluated and ranked by a selection committee; and

WHEREAS, City staff met with the highest ranked firm, David Mancini & Sons, Inc., and agreed upon terms, conditions and pricing that are fair, reasonable, and within industry standards.

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

Section 1. The award of RFP 25-02-05-MS for Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 2 to David Mancini & Sons, Inc. is hereby approved in the amount of $11,111,175.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract withing the timeframe stipulated in the Notice of Award.

Section 2. "Contract No. C 25-02-05-MS The Contract for Design Build" (Contract) between the City of Sunrise and David Mancini & Sons, Inc. for Design-Build Services for the Lift Station Basin 122 Improvement Project is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Contract.

Section 4. The City Manager and the Director of Utilities are hereby authorized to approve change orders in accordance with conditions specified in Resolution No. 92-222-11-A. All required City permit fees, with the exception of re-inspection fees, will be paid directly by the Utilities Department.

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 NO. C 25-02-05-MS

THE CONTRACT FOR DESIGN BUILD

(00400)

THIS CONTRACT is made and entered into this _____ day of _____, 20___, 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 DAVID MANCINI & SONS, INC. (hereinafter referred to as the "Design-Builder") under seal for design and construction of the **DESIGN-BUILD SERVICES FOR THE LIFT STATION BASIN 122 IMPROVEMENT PROJECT**, (hereinafter referred to as the "Project"), the City and the Design-Builder hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 This Contract between the City and the Design-Builder 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 RFP Proposal, the Specifications, the Drawings, the Addenda, the RFP Documents **(RFP 25-02-05-MS),** any Supplemental Conditions, all Change Orders and Field Orders issued hereinafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

NOT APPLICABLE

Supplemental conditions may consist of additions, deletions, or revisions of the General Conditions. Documents not enumerated in this Paragraph 1.2 or Paragraph 1.3 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Design-Builder's bond for the Project, constitutes the entire and exclusive agreement between the City and the Design-Builder 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 Design-Builder.

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 Design-Builder.

1.5 Intent and Interpretation

1.5.1 Design-Builder and the City, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and the City will discuss and resolve any identified conflicts or ambiguities prior to the execution of the Agreement.

1.5.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, Design-Builder and the City shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order which they are listed in Paragraph 1.5.10 hereof.

1.5.3 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.

1.5.4 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.

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

1.5.6 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.

1.5.7 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.

1.5.8 The Design-Builder shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Design-Builder may discover with respect to these documents before proceeding with the affected Work. Shop Drawings, Product Data and Samples mean (i) drawings, diagrams, schedules and other data to illustrate some portion of the construction work, (ii) illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information to illustrate materials or equipment for some portion of the construction work, and (iii) physical examples which illustrate materials, equipment or workmanship and establish standards by which the construction work will be evaluated, all as the same relate to construction of the Work. The issuance, or the express or implied approval by the City of the Contract Documents, Shop Drawings or Product Data shall not relieve the Design-Builder of the continuing duties imposed hereby, nor shall any such approval be evidence of the Design-Builder's compliance with this Contract. The City has requested the Engineer / Architect of the Design-Builder to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE DESIGN-BUILDER CONCERNING SUCH DOCUMENTS.

By the execution hereof, the Design-Builder acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for design; and that the Design-Builder has not, does not, and will not rely upon any representation or warranties by the City concerning such documents, as no such representation or warranties have been or are hereby made. The Design-Builder further acknowledges and represents that it has made a thorough and careful examination and inspection of existing conditions on the Project site, both surface and subsurface, and the Design-Builder expressly acknowledges and agrees that it shall make no claim for additional compensation due to existing site conditions including, but not limited to, rock, surface and subsurface water, existing structures, and deficient soil, provided said conditions could be determined or ascertained from a thorough and careful examination and inspection of the site.

1.5.9 If the City’s Project Criteria contains design specifications:

1.5.9.1 Design–Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in the City’s Project Designed Criteria Package, including any performance specifications. A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

1.5.9.2 The Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time to the extent Design-Builder's cost and/or time or performance have been adversely impacted by such inaccurate design specification.

1.5.10 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) Design Criteria;
(d) the Specifications;
(e) the Drawings;
(f) any Supplemental Conditions;
(g) the Contract for Design-Build;
(h) the City's RFP;
(i) the Design-Builder's Response, including proposal.

As between numbers and scaled measurements on the Drawings and in the Design Criteria, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.11 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Design-Builder in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors to the Design-Builder.

1.5.12 Whenever the word "days" is used, it shall mean calendar days and not working days unless otherwise specified.

1.5.13 Design-Builder shall comply with Section 255.04, Florida Statutes, in selecting subcontractors, materials and suppliers.

1.6 Use and Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the City unless the City has agreed otherwise with the Design-Builder. The Design-Builder 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 Design-Builder use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.6.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Design-Builder pursuant to this Contract shall remain the property of the City, and, if a copyright is claimed, the City shall have exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Design-Builder to the City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD

drawings will be given to the City in an AutoCAD (dwg) electronic format. Project specifications will be given to the City in MSWord, PDF, and/or similar electronic format. In no event shall the Design-Builder 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 Design-Builder for the specific purpose intended will be at the City's sole risk.

1.6.3 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Design-Builders for the Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in Paragraph 7.4.1.

1.6.4 All final plans and documents prepared by the Design-Builder shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

1.7 Public Records Law

1.7.1 The Design-Builder 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 Design-Builder and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Design-Builder 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 Design-Builder 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 Design-Builder or keep and maintain public records required by the City to perform the service. If the Design-Builder transfers all public records to the City upon completion of the Contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Contract, the Design-Builder 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 Design-Builder fails to comply with the requirements in this Paragraph, the City may enforce these provisions in accordance with the terms of this Contract. If the Design-Builder 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 DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, THE DESIGN-BUILDER 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).

ARTICLE II

THE WORK

2.1 The term "Work" shall mean whatever is done by or required of the Design-Builder to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of drawings, specifications, shop drawings, labor, administration, management, supervision, testing, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Design-Builder, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Design-Builder is generally described as follows:

The Work to be performed under this Contract includes, but is not limited to design-build services to rehabilitate three existing wastewater lift stations - Lift Station (LS) 119, LS 120, and LS 122 and eliminate the existing re-pumping configuration at LS 122. Eliminating the re-pumping configuration at LS 122 will require the existing pumps at LS 156 to be replaced with new pumps sized for the increased discharge pressure condition. Additionally, replace existing asbestos concrete (AC) and aged forcemain.

2.2 The Design-Builder shall perform all of the Work required, implied or reasonably inferable from, this Contract. The Design-Builder further declares that it has examined and is familiar with the provisions of Section 489.113(3), Florida Statutes, and knowingly and specifically waives any rights it may have thereunder, and further agrees to be bound by the City's Policies, Procedures, Standard Details and Specifications for Water Distribution and Sewage Collection Systems, including but not limited to the requirement that all underground water and wastewater system work required herein shall be performed by a Design-Builder or subcontractor of the Design-Builder holding one of the following licenses pursuant to this Paragraph:

1. State of Florida Certified Underground Utility & Excavation Design-Builder
2. Broward County Certificate of Competency – General Engineered Construction
3. Broward County Certificate of Competency 1A – Primary Pipe Lines

The Design-Builder agrees to comply with the City of Sunrise permitting requirements, including all licensing requirements associated with the Community Development Department

– Engineering Division.

2.2.1 For ancillary potable water distribution and/or sanitary sewer collection system installation in connection with water and/or wastewater treatment plant work, a certified general contractor who can demonstrate a minimum of five-years' experience with the installation of potable water distribution and/or sanitary sewer collection systems can be substituted for the requirements as outlined in Paragraph 2.1.

2.3 Unless expressly permitted or allowed by the Contract Documents, substitutions of materials, articles, systems, equipment, or other components of the Work will not be considered. Where substitutions are expressly permitted or allowed by the Contract Documents, the Design-Builder 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 of the City. If the substitution results in a savings to the Design-Builder, the City shall be entitled to a credit for the amount saved as a result of the substitution.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The City shall notify the Design-Builder in writing of the date on which the Work shall begin ("the Notice to Proceed Date"). The Design-Builder shall commence design and site activities on the Notice to Proceed Date, and the Work shall be carried on regularly and without interruption. The **Design-Builder shall achieve Substantial Completion of the Work** no later than **EIGHT HUNDRED AND FIFTY (850) calendar days** after the Notice to Proceed Date. 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 Design-Builder shall furthermore achieve Final Completion of the Work no later than **NINE HUNDRED AND FORTY (940) calendar days** after the date of Substantial Completion.

3.1.2 The Design-Builder shall pay the City the sum of **SIX HUNDRED AND FOURTY Dollars ($640.00)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Further, the Design-Builder shall pay the City the sum of **EIGHT HUNDRED Dollars ($800.00)** per day for each and every calendar day of unexcused delay in achieving Final Completion of the Work beyond the number of days set forth in paragraph 3.1.1. Any sums due and payable hereunder by the Design-Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay. Both parties desire to obviate any question or dispute concerning the amount of said

damages and the cost and effect of the failure of Design-Builder to complete the respective phases within the applicable timeframes. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Design-Builder an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays.

3.2 Notice of Award and Notice to Proceed Date

3.2.1 Upon approval of the Design-Build Contract by the City, a written "Notice to Proceed" letter shall be issued by the City in which the "Notice to Proceed Date" is established as set forth in paragraph 3.1.1.

3.2.2 Once the Notice to Proceed Date has been established, the Design-Builder shall be responsible for the timely and successful completion of the Work 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 Work. This may include but is not limited to providing all necessary documentation in the form of drawings, shop drawings, clarifications, calculations, technical data, protocols, product approvals, etc.

3.2.3 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 Work due to the fault of the Design-Builder for not supplying all of the necessary documentation in the forms required or requested by the Building Official.

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. A condition precedent for the achievement of Substantial Completion is the receipt by the City of any and all Certificates of Occupancy or other authorizations required for occupancy by any governmental or regulatory authority.

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 Design-Builder shall accept, as full and complete payment for all of the Work required herein, the fixed sum of **ELEVEN MILLION, ONE HUNDRED ELEVEN THOUSAND, ONE HUNDRED SEVENTY-FIVE Dollars ($11,111,175.00**). The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. The sum set forth in this Paragraph includes the following allowances:

FIVE HUNDRED THIRTY-FOUR THOUSAND Dollars ($534,000.00): Allowance for additional requirements, not specified, as identified and approved by the City. Use of the allowance does not increase the Contract Price or require an increase to the Public Construction Bond.

4.2 Unit Prices

4.2.1 In the event all, or any portion of, the Contract Price is to be determined by the application of unit prices, the following terms and conditions are applicable and controlling:

(a) The number of units contained in the schedule of prices bid is an estimate only, and it is expressly acknowledged and agreed that payment to the Design-Builder shall be determined by the actual number of units incorporated in, or made necessary, by the Work;

(b) Payment to the Design-Builder shall be made at the Contract Unit Prices applicable to each integral part of the Contract. The Contract Unit Prices shall be full compensation for all costs associated with completion of all unit price work in full conformity with the requirements of the Contract Documents;

(c) Where the quantity of Work with respect to any item that is covered by a Contract Unit Price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated or estimated in the Contract Documents, an appropriate Change Order may be issued to adjust the Contract Unit Price, if warranted and justified, and if fully supported by documentation submitted to the City and if a timely claim is made for same in accordance with the terms and provisions of this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Design-Builder shall submit to the City a Schedule of Values allocating the Contract Price to the various portions of the Work. The Design-Builder's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the City may require to substantiate its accuracy. The Design-Builder shall not imbalance its Schedule of Values nor artificially inflate any element thereof. Any violation of this provision by the Design-Builder shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Design-Builder's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the City.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Design-Builder as provided below.

5.2.2 Progress Payments -- Based upon the Design-Builder's Applications for Payment submitted to the City, the City shall make progress payments to the Design-Builder on account of the Contract Price. Design-Builder shall use the AIA payment submittal method.

5.2.3 On or before the 15th day of each month after commencement of the Work, the Design-Builder shall submit an Application for Payment for the period ending the last day of the previous month to the City in such form and manner, and with such supporting data and content, as the City may require. Contemporaneously with the submission of each Application for Payment, the Design-Builder shall submit a current shop drawing log reflecting the status of all shop drawings and submittals; a current Critical Path Method (CPM) schedule as required by Paragraph 7.8 herein below; a current draw-down schedule as required by Paragraph 7.8.1 herein below; and the Design-Builder shall have a current set of As-Built drawings maintained on site and available for inspection. Submission of the shop-drawing log, CPM schedule, drawdown schedule, and As-Built drawings as required herein shall be a condition precedent for payment to the Design-Builder. With regard to this Contract, the City may withhold from each progress payment made to the Design-Builder an amount not exceeding 10 percent of the payment as retainage until 50 percent completion of such services. After 50 percent completion of the construction services purchased pursuant to the Contract, the City must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Design-Builder. For purposes of this Paragraph, the term “50 percent completion” has the meaning set forth in this Contract, or if not defined in the Contract, the point at which the City has expended 50 percent of the total cost of the construction services purchased as identified in the Contract together with all costs associated with the existing change orders and other additions or modifications to the construction services provided for in the Contract. Payment for stored materials and equipment shall be contingent upon the Design-Builder's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance sufficient to

protect the City from any loss should the materials and equipment be lost, stolen or otherwise destroyed or damaged.

Such Application for Payment shall be signed by the Design-Builder and shall constitute the Design-Builder's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Design-Builder 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 Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The City, in its sole discretion, may review the Work and the Application for Payment prior to any certification by the City and may, in its sole discretion, require the Design-Builder's Engineer / Architect and the Design-Builder to meet and confer with the City with respect to said Application for Payment prior to any certification of same. The City shall determine the amount properly owing to the Design-Builder. The City shall make partial payments on account of the Contract Price to the Design-Builder within twenty-five (25) days following the receipt of each of the Design-Builder's Application for Payment. The amount of each partial payment shall be the amount certified for payment by the City less such amounts, if any, otherwise owing by the Design-Builder to the City or which the City shall have the right to withhold as authorized by this Contract.

5.2.4 The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Design-Builder further warrants that upon submittal of an Application for Payment, all Work 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 Design-Builder or any other person or entity whatsoever.

5.2.5 The Design-Builder shall promptly pay each Subcontractor out of the amount paid to the Design-Builder on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled.

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

5.3 Withheld Payment

5.3.1 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 Design-Builder, to protect the City from loss because of:

(a) defective Work not remedied by the Design-Builder nor, in the opinion of the City, likely to be remedied by the Design-Builder;

(b) claims of third parties against the City or the City's property, unless the surety provides the City a written consent regarding the payment(s) in question;

(c) failure by the Design-Builder to pay Subcontractors or others in a prompt and proper fashion. The City may ask the surety for a written consent regarding the payment(s) in question. 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 Design-Builder 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 218.79) shall be suspended until such time as the City obtains the requested documentation;

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

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work 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 5.2.3 of this Paragraph.

In the event that the City makes written demand upon the Design-Builder for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Design-Builder shall comply with such demand within ten (10) days of receipt of same.

5.4 Unexcused Failure to Pay

5.4.1 If within twenty-five (25) days after the date established herein for payment to the Design-Builder by the City, the City, without cause or basis hereunder, fails to pay the Design-Builder any amount then due and payable to the Design-Builder, then the Design-Builder 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 Work 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.

5.5 Substantial Completion

5.5.1 When the Design-Builder believes the Work is substantially complete, the Design-Builder shall submit to the City a list of items to be completed or corrected; the City may supplement such list in the event the Design-Builder has omitted any incomplete or defective work. When the City, on the basis of an inspection, determines the Work 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 Design-Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Design-Builder shall complete the items listed therein. Warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the City and the Design-Builder for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Design-Builder of the Certificate of Substantial Completion, the City shall pay the Design-Builder an amount sufficient to increase total payments to the Design-Builder to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and non-conforming Work, and handling all unsettled claims. If the City is unable to issue its Certificate of Substantial Completion after inspection of the Work, and is required to repeat its inspection of the Work, the Design-Builder shall bear the costs of such repeat inspection(s) for Substantial Completion which costs may be deducted by the City from any sums otherwise due the Design-Builder.

5.5.2 As-built drawing cost at the time of the substantial completion shall be held as **$25,000** plus 300% as stated in Paragraph 5.5.1.

5.5.3 If required training, manuals and equipment/materials have not been provided, the Owner will hold $**25,000.00** plus 300% as stated in Paragraph 5.5.1.

5.6 Completion and Final Payment

5.6.1 When all of the Work is complete and the Design-Builder is ready for a final inspection, it shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the City will promptly issue a Certificate of Completion, certifying that the Project is complete and the Design-Builder is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is unable to issue its Certificate of Completion and is required to repeat its final inspection of the Work, the Design-Builder shall bear the costs of such repeat final inspection(s) which costs may be deducted by the City from the Design-Builder's final payment.

5.6.1.1 If the Design-Builder fails to achieve Final Completion within the time set forth in Paragraph 3.1.1 hereinabove, the Design-Builder shall pay the City the amount of liquidated damages set forth in paragraph 3.1.2 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Design-Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. 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 Design-Builder an

amount then believed by the City to be adequate to recover liquidated damages applicable to such delays.

5.6.2 As a condition precedent to final payment to the Design-Builder, the Design-Builder shall deliver to the City the following documents in a form acceptable to the City: a final receipt and release of the City; the Design-Builder's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work 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 Design-Builder and of any and all other parties required by the City; consent of surety to final payment; a duly executed assignment of any and all warranties required by the Contract Documents; any and all operating manuals required by the Contract Documents; certification that all personal instruction or training required by the Contract Documents for the operation of any Project systems has been completed; any and all manuals relating to Project materials or Project maintenance; executed Change Orders relating to any and all changes in the Work; 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 Design-Builder shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 As a further condition precedent to final payment, the Design-Builder shall furnish to the City a complete and comprehensive set of As-Built drawings; said As-Built drawings are to be submitted in electronic format as a PDF document, and the City and the Design-Builder agree and acknowledge that the Contract Price includes all cost and expense associated with the production of said As-Built drawings.

5.6.4 The City shall make final payment of all sums due the Design-Builder within twenty-five (25) days of the Design-Builder’s execution of a final Application for Payment.

5.6.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Design-Builder except for those claims previously made in writing against the City by the Design-Builder, pending at the time of final payment, and identified in writing by the Design-Builder 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 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 Certificates of Occupancy 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. -- The City's Community Development Department is the City's Department 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 and landscaping. The Community Development Department issues Final Inspection Approvals for the work reviewed and inspected under the Community Development Department's permitted portion of the project's work. The City's Community Development Department assures compliance with roads, drainage and appearance of the site.

6.1.4 The City shall furnish to the Design-Builder, prior to execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible materials are furnished to the Design-Builder only in order to make complete disclosure of such material and for no other purpose. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description, if available, of the Project site. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore.

6.1.5 The City shall provide the Design-Builder with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, prior to the start of the Construction Documents Phase of design, upon which the Design-Builder shall be entitled to rely.

6.1.6 The City shall review any documents submitted by the Design-Builder requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

6.1.7 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or this Contract.

6.1.8 If the City becomes aware of any fault or defect in the Project, nonconformance with this Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Design-Builder.

6.1.9 The City shall perform those duties set forth in Paragraphs 6.1.5 through 6.1.8 as expeditiously as may reasonably be necessary for the orderly progress of the Design-Builder's services and of the Work.

6.1.10 The City's review of any documents prepared by the Design-Builder or its subcontractors 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 Design-Builder of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

6.1.11 The Design-Builder is responsible for compliance with, and shall secure all municipal review and the associated permits. Furthermore, the City shall pay all municipal review and permit fees directly from the City's project account.

6.2 Right to Stop Work

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

6.3 City's Right to Perform Work

6.3.1 If the Design-Builder's Work is stopped by the City under Paragraph 6.2, or if the Design-Builder persistently fails or refuses to perform the Work in accordance with this Contract, and the Design-Builder fails within three (3) days of 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 Design-Builder, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Design-Builder 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, the Design-Builder or any agent of the City, to condemn any defective work or material shall not release the Design-Builder from its obligations to install the Work free from faults and defects and to promptly remove and repair any defective or deficient work. The Design-Builder 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 Design-Builder, subcontractors or Design-Builder's superintendent;

(c) Expedite the Work for the Design-Builder;

(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 Work. Provided however, this shall not preclude the City inspector from notifying the Design-Builder of any hazardous or dangerous condition;

(f) Participate in specialized field or laboratory tests.

6.5 Material or Equipment Furnished by the City

6.5.1 The City reserves the right to require the Design-Builder to assign to the City any of the Design-Builder's subcontracts, purchase orders or other agreements for the procurement of material or equipment. Any material or equipment purchased by the City pursuant to such an assignment is hereinafter referred to as "City Furnished Materials" and the responsibilities of the City and the Design-Builder relating to such City Furnished Materials shall be governed and controlled by the terms and conditions of this Contract.

6.5.2 Material and equipment suppliers shall be selected by the Design-Builder using competitive bids, and material and equipment contracts shall be awarded by the Design-Builder to the supplier whose bid is most advantageous to the City, price and all other relevant factors considered.

The Design-Builder shall include the price of all construction materials and equipment in its proposal unless the Contract Documents specifically state otherwise, and in the event the City elects to furnish any such material or equipment, an appropriate deductive Change Order will be issued.

6.5.3 The Design-Builder shall provide the City a list of all intended suppliers, vendors, and materialmen for consideration with respect to City Furnished Materials. This list shall be submitted within ten (10) days after execution of this Contract. The Design-Builder shall include price quotations from such suppliers, vendors, and materialmen as well as a specific description of the materials to be supplied and the estimated quantities of the same.

6.5.4 Upon request by the City, and in a timely manner, the Design-Builder shall prepare Purchasing Requisition Request Forms which shall, in a form acceptable to the City, specifically identify the materials and equipment which the City may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include the following:

(a) The name, address, telephone number and contact person for the material supplier.

(b) Manufacturer or brand, model or specification number of the item.

(c) Quantity needed as estimated by the Design-Builder.

(d) Any sales taxes associated with such quote.

(e) Shipping and handling insurance cost.

(f) 100% Bond cost.

(g) Delivery dates as established by the Design-Builder.

(h) Any reduction in the Design-Builder's cost for the Bond.

(i) Detail concerning bonds or letters of credit provided by the supplier if included in its proposal.

The Design-Builder shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letter of credit, terms, discounts, or special payments.

6.5.5 After receipt of the Purchasing Requisition Request Form, the City shall prepare a Purchase Order for each item of material which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Design-Builder, less any sales tax associated with such price.

Promptly upon receipt of each Purchase Order, the Design-Builder shall implement its procedure for the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. The City's Procurement Manager shall be the approving authority for the City on Purchase Orders in conjunction with City Furnished Materials. The Purchase Order shall also provide for reimbursement of the cost to the supplier for providing required shipping and handling insurance and for providing a Bond from the supplier to the City for the full value of the Purchase Order, unless such insurance and bonding requirements were included in the quote provided by the supplier to the Design-Builder. The Purchase Order shall also require the delivery of the City Furnished Materials on the delivery dates provided by the Design-Builder in the Purchasing Requisition Request Form.

6.5.6 In conjunction with the execution of the Purchase Orders by the suppliers, the Design-Builder shall execute and deliver to the City one or more deductive Change Orders, referencing the full value of all City Furnished Materials to be provided by each supplier from whom the City elected to purchase material directly; plus all sales taxes associated with such materials in the Design-Builder's bid to the City; plus any savings to the Design-Builder in the cost of Bonds associated with such City Furnished Materials. The Contract Administrator shall be the approving authority for the City on any deductive Change Order in conjunction with City Furnished Materials.

6.5.7 All drawings, shop drawings, and submittals shall be made in accordance with Paragraph 7.10 through 7.15 of this Contract.

6.5.8 The Design-Builder shall be fully responsible for all matters relating to the procurement of materials furnished by the City in accordance with this Paragraph 6.5 including, but not limited to, assuring the correct quantities; placing the order in a timely manner; and assuring coordination of purchases; providing and obtaining all warranties and guarantees required by the Contract Documents; inspection and acceptance of the goods at

the time of delivery; risk of loss; and damage of any other loss following acceptance of the items. The Design-Builder shall coordinate delivery schedules, sequence of delivery, loading, orientation, and other arrangements normally required by the Design-Builder for the particular materials furnished. The Design-Builder shall provide all services required for the unloading, handling and storage of materials through installation. The Design-Builder agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Design-Builder.

6.5.9 As City Furnished Materials are delivered to the job site, the Design-Builder shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Design-Builder shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may require. The Design-Builder will then forward the invoice to the City for payment.

6.5.10 The Design-Builder shall ensure that City Furnished Materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Design-Builder discovers defects or non-conformities in City Furnished Materials upon such visual inspection, the Design-Builder shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the City of the defective or non-conforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Design-Builder fails to perform such inspection and otherwise incorporates into the Work such defective or non-conforming City Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, the Design-Builder shall be responsible for all damages to the City resulting from the Design-Builder's incorporation of such materials into the Project, including liquidated or delay damages.

6.5.11 The Design-Builder shall maintain records of all City Furnished Materials it incorporates into the Work from the stock of City Furnished Materials in its possession. The Design-Builder shall account monthly to the City for any City Furnished Materials delivered into the Design-Builder's possession, indicating portions of all such materials which have been incorporated into the Work.

6.5.12 The Design-Builder shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Design-Builder for resolution with the appropriate supplier, vendor, or subcontractor.

6.5.13 Notwithstanding the transfer of City Furnished Materials by the City to the Design-Builder's possession, the City shall retain legal and equitable title to any and all City Furnished Materials.

6.5.14 The transfer of possession of City Furnished Materials from the City to the Design-Builder shall constitute a bailment for the mutual benefit of the City and the Design-Builder. The City shall be considered the bailor and the Design-Builder the bailee of the City

Furnished Materials. The City Furnished Materials shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

6.5.15 The Design-Builder shall purchase and maintain insurance as set forth in Article XIII of this Contract in an amount sufficient to protect against any loss of or damage to the City Furnished Materials. Such insurance shall cover the full value of any City Furnished Materials not yet incorporated into the Project during the period between the time the City first takes title to any of such City Furnished Materials and the time when the last of such City Furnished Materials is incorporated into the Project or consumed in the process of completing the Project.

6.5.16 The City shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, the City Furnished Materials. The Design-Builder's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by the City.

6.5.17 On a monthly basis, the Design-Builder shall review invoices submitted by all suppliers of City Furnished Materials delivered to the Project sites during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Design-Builder's records of materials delivered to the site and any defects detected in such materials.

6.5.18 In order to arrange for the prompt payment to the supplier of City Furnished Materials, the Design-Builder shall provide to the City a Requisition for Payment within fifteen (15) days from receipt and acceptance of the goods or materials. The requisition shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the requisition data provided.

This check will be released, delivered and remitted directly to the supplier within forty-five (45) days from receipt by the City of the Requisition for Payment. The Design-Builder agrees to assist the City to immediately obtain partial or final release of waivers as appropriate.

6.5.19 At the end of the Project, the Design-Builder will be provided with a deductive Change Order for the cost plus applicable sales taxes of any City Furnished Material overruns and will be provided with an additive change order representing the unspent value plus applicable sales taxes of any City Furnished Material underruns. Excess City Furnished Material shall be removed from the site and disposed of by the Design-Builder as directed by the City.

6.6 Coordination and Scheduling of Work

6.6.1 Service Schedule

6.6.1.1 The Design-Builder shall perform its services expeditiously. The Design-Builder

shall submit for the City's approval a schedule for the performance of the Design-Builder's services which shall include allowance for time required for the City's review of submissions and for approvals of authorities having jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Design-Builder 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 Design-Builder shall also suspend Construction Administration Services upon request of the City. The reasonable term of construction upon which the fees for Construction Administration Services 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 Design-Builder. In the event the City rejects any schedules submitted by the Design-Builder, the Design-Builder 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 Design-Builder.

6.6.1.2 Upon receipt of the Notice to Proceed and the fully executed Purchase Order, the Design-Builder 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 as set forth in Paragraph 6.6.1.1. The number of calendar days from the Notice to Proceed Date, through the Substantial Completion of the Project, shall constitute the Contract Time per Article III of this Contract.

6.6.2 The Design-Builder shall cooperate with the City and any separate contractors retained by the City, and the Design-Builder shall carefully coordinate and schedule the Work as may be required to accommodate without delay or interference the Work of the City or any of the City's separate contractors.

6.7 Design-Builder Responsible for Delays

6.7.1 The Design-Builder shall be responsible for any damages caused to the City as a result of any delays caused by the Design-Builder.

6.7.2 No Damages for Delay: The Design-Builder 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 Design-Builder's control, or by delay authorized by the City, or by other causes which the Design-Builder determines may justify delay. The Design-Builder'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 Design-Builder or delays in the Design-Builder's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Design-Builder 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 Design-Builder is entitled to a time extension for the delay. The failure of the Design-Builder to give such notice shall constitute a waiver of any claim under this Paragraph.

6.8 City's Right to Occupy

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

ARTICLE VII

THE DESIGN-BUILDER

7.1 Upon providing no less than forty-eight (48) hours' notice to the Design-Builder, the City may conduct a pre-construction conference at a time and place set forth in the aforesaid notice. ATTENDANCE AT ALL PRE-CONSTRUCTION CONFERENCE(S) IS MANDATORY AND FAILURE TO ATTEND SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

7.2 The Design-Builder is again reminded of its continuing duty set forth in Subparagraph 1.5.8. The Design-Builder shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Design-Builder performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City the Design-Builder shall bear responsibility for such performance and shall bear the cost of correction.

7.3 The Design-Builder shall perform the Work strictly in accordance with this Contract. The Design-Builder shall also be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

7.4 Design-Builder's Professional Standard

7.4.1 City's engagement of the Design-Builder is based upon the Design-Builder's representations to the City that:

(a) Design-Builder has carefully reviewed all Construction Documents prior to signing this Contract.

(b) Design-Builder is an organization experienced in, and qualified, willing and able to provide construction of the nature and type necessary to perform the Work;

(c) Design-Builder is authorized and licensed to do business in the State of Florida, Broward County and the City of Sunrise; and

(d) Design-Builder shall furnish labor, material, equipment and services (i) which expeditiously, economically and properly complete the Work in the manner most consistent with the City's interests and objectives; (ii) in accordance with the Construction 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 Design-Builder shall administer, manage, supervise and direct the Work using the Design-Builder's best skill, effort and attention. The Design-Builder shall be responsible to the City for any and all acts or omissions of the Design-Builder, its employees and others engaged in the Work on behalf of the Design-Builder.

7.5 Warranty

7.5.1 The Design-Builder warrants to the City that all labor furnished to progress the Work 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 Work will be of good quality, free from faults and defects and in strict conformance with this Contract for a period of one (1) year from the date of Substantial Completion and acceptance by the City, 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 Work not conforming to these requirements will be considered defective by the City.

7.5.2 Any warranty required or received from a subcontractor, manufacturer, or supplier is assigned by the Design-Builder to the City effective immediately upon issuance of the fully executed Certificate of Substantial Completion. Furthermore, the Design-Builder agrees to supply to the City the originals of all such warranties where the 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 Design-Builder shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work, except as set forth in Paragraph 6.1.11 above.

The Design-Builder shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.7 Supervision

7.7.1 The Design-Builder shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Design-Builder to the contrary, the superintendent shall be deemed the Design-Builder's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City.

7.7.2 Key administrative, managerial and supervisory personnel assigned by the Design-Build Team to this Project are as follows:

Name	**Function**

The Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder shall be bound by the provisions of this Subparagraph 7.7.2 as though such individuals had been listed above.

7.8 The Design-Builder, within fifteen (15) calendar days of project award, shall submit to the City for its information, the Design-Builder's schedule for completing the Work. The Design-Builder's schedule shall be presented in the critical path (CPM) format. The Design-Builder's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City with each Application for Payment. Failure by the Design-Builder to strictly comply with the provisions of this Paragraph 7.8 shall constitute a material breach of this Contract.

7.8.1 The Design-Builder, within fifteen (15) calendar days of Project award, shall submit to the City for its information, an anticipated monthly draw schedule for the duration of the Work. If during the course of performing the Work the Design-Builder anticipates a substantial change in the draw schedule, the Design-Builder shall notify the City within three (3) days of anticipating such change. For purposes of this paragraph, a substantial change shall be any increase or decrease equaling or exceeding ten percent (10%) of any anticipated monthly draw.

7.9 The Design-Builder shall continuously maintain at the site, in an orderly fashion and format acceptable to the City, for the benefit of the City one record copy of this Contract and all Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Design-Builder shall maintain at the site for the City the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.9.1 No less than weekly, the Design-Builder shall conduct a Project meeting which shall include the Design-Builder's administrative, managerial and supervisory personnel and representatives of each subcontractors working on the Project site. The meeting shall address, but shall not be limited to, the current status of the Work, including the current

Project schedule and the existence of any defective or deficient work as well as the appropriate action required to correct or replace such work. The City shall have the right, but not the duty, to attend such weekly meetings. The Design-Builder shall maintain detailed minutes of each such weekly meeting and shall distribute typewritten copies of such minutes to the City no later than the close of the next workday following completion of such meeting. The Design-Builder shall further require its General Superintendent to maintain a daily job diary, which shall include for each work day the daily weather conditions; the identity of each subcontractor working on the site; the manpower of each subcontractor working on the site; the identity of all visitors to the Project site; and any and all other information reflecting any delays, hindrances, interferences, or other problems encountered or incurred on the Project site. Each week the Design-Builder shall furnish to the City full and complete copies of each daily job diary. A general superintendent is responsible for the overall management of a construction project, including safety, scheduling, and finances.

7.10 Design Services and Responsibilities

7.10.1 The Design-Builder shall provide complete professional architectural and engineering services set forth in the Phases described in Paragraphs 7.10.2 through 7.10.4 and in the Florida Building Code including any amendments and the City of Sunrise Engineering Department Checklist, including all civil, structural, mechanical, electrical engineering, interior design, landscape architectural design, and other related professional services normally required for a project. The most stringent requirements of applicable codes or referenced standards shall apply. The Design-Builder shall allow in its schedule not less than twenty-one (21) calendar days for City review of documents created by the Design-Builder in Paragraphs 7.10.2 through 7.10.4.

7.10.2 Schematic Design

7.10.2.1 The Design-Builder 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.

7.10.2.2 The Design-Builder shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

7.10.2.3 The Design-Builder shall review and discuss with the City any alternative approaches to design and construction of the Project.

7.10.2.4 The Design-Builder 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.

7.10.3 Design Development

7.10.3.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Design-Builder 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 civil, architectural, structural, mechanical and electrical systems, landscape architectural, and irrigation design materials, and such other elements as may be appropriate.

7.10.4 Construction Documents

7.10.4.1 Upon the City's authorization, the Design-Builder 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.

7.10.4.2 The Design-Builder shall assist the City in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

7.10.5 Administration of Contract

7.10.5.1 The Design-Builder shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 7.10.5.1 through 7.10.5.3. Furthermore, the Design-Builder shall perform and be responsible for all services requested of the Design-Builder by the City relating to the interpretation and implementation of the Design-Builder's drawings, specifications, or other Contract Documents prepared by the Design-Builder.

7.10.5.2 Upon receipt, the City shall carefully review and examine the Design-Builder's Schedule of Values, together with any supporting documentation or data which the City may require from the Design-Builder. 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, the Schedule of Values shall be returned to the Design-Builder for revision or supporting documentation or data.

7.10.5.3 The City shall observe the Work of the Design-Builder 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 City's goal is to protect itself from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Design-Builder. Following each such site visit, the City shall submit a written report of such observations, together with any appropriate comments or recommendations. The City shall not be responsible for any construction means, methods, sequences or procedures for performing any construction activities.

7.10.6 Additional Services

7.10.6.1 The following services of the Design-Builder are not included in Paragraphs 7.10.2 through 7.10.4, or in Scope of Work. Nevertheless, the Design-Builder 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:

7.10.6.2 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 Design-Builder, either in whole or in part.

7.10.6.3 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 Design-Builder, either in whole or in part.

7.10.6.4 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 Design-Builder, either in whole or in part.

7.11 Shop Drawings, Product Data and Samples

7.11.1 The Design-Builder's Engineer / Architect shall review, and take appropriate action upon, the Design-Builder's submittals such as Shop Drawings, Product Data and Samples.

7.11.2 Shop Drawings, Product Data, Samples and other submittals from the Design-Builder do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Design-Builder intends to implement the Work in conformance with information received from the Contract Documents.

7.11.3 The Design-Builder shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittals shall have been approved by the Design-Builder's Engineer / Architect and reviewed by the City. Approval by the Design-Builder's Engineer / Architect and review by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The City shall have ten (10) calendar days to review Shop Drawings, Product Data, and Samples. Failure by the City to provide comments within this time period may result in the Design-Builder filing a claim for additional time and/or compensation, if the review affects the critical path. The Design Builder must notify the City in writing of any reviews that affect the critical path at the time the Shop Drawing, Product Data, or Sample is given to the City.

7.11.4 The Design-Builder shall maintain a log of all Shop Drawings, Product Data and Samples submitted to the City including, but not limited to, identification of the item of work according to appropriate specification section; date of receipt from appropriate subcontractor or supplier; date of review by the Design-Builder; date of submission to the Design-Builder's

Engineer / Architect; date of return from the Design-Builder's Engineer / Architect; date of return to the subcontractor or supplier; status of review by the Design-Builder's Engineer / Architect; and any required re-submittal information. A true and correct copy of this log shall be submitted with each Application for Payment and shall be a condition precedent for approval of the Application for Payment.

7.12 Cleaning the Site and the Project

7.12.1 The Design-Builder shall keep the site reasonably clean during performance of the Work, shall remove debris, trash and garbage from the Site daily and allow no accumulation of debris, garbage or trash on the Site. Upon final completion of the Work, the Design-Builder shall clean the site and the Project and remove all waste, together with all of the Design-Builder's property therefrom.

7.103 Access to Work

7.103.1 The City, the Design-Builder, and representatives of the U.S. Public Health Service, South Florida Building Trades Council and the State of Florida shall have access to the Work at all times from commencement of the Work through final completion. The Design-Builder shall take whatever steps are necessary to provide access when requested. The Design-Builder will make available up to four (4) hard hats that meet ANSI Z89.1 and CSA Z94.1 requirements for Class E, Type I head protection for visitors at the project site.

7.14 Safety

7.104.1 The Design-Builder shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work 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 Design-Builder 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.

7.104.2 The Design-Builder shall construct an 8' high chain link fence around all lakes while such lake is being constructed in accordance with the City of Sunrise Code of Ordinances.

7.115 Indemnity / Hold Harmless

7.115.1 To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless 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 intentional wrongful misconduct of Design-Builder and persons employed or utilized by Design-Builder in the performance of this Contract. This

indemnification shall survive the term of this Contract.

7.15.2 **PURSUANT TO FLORIDA STATUTES SECTION 558.0035, EMPLOYEES OF THE DESIGN-BUILDER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.**

7.16 Independent Design-Builder

7.16.1 The Design-Builder is an independent Design-Builder under this Agreement. Personal services provided by the Design-Builder shall be by employees of the Design-Builder who are subject to supervision by the Design-Builder, and who are not 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 Design-Builder.

7.17 Value Engineering Incentive

7.17.1 The City encourages the Design-Builder to make timely value engineering and cost savings recommendations. In the event the City approves by duly executed change order any value engineering or cost savings recommendation of the Design-Builder, and in the further event the Contract Sum is reduced thereby, any savings shall be shared with Seventy-Five Percent (75%) being allocated to the City and Twenty-Five Percent (25%) being allocated to the Design-Builder. It is agreed, however, that the Design-Builder shall procure and obtain at its sole cost and expense all change orders, drawings, specifications, permits, approvals, or other documents required in order to implement the value engineering or cost savings recommendation. ANY CLAIM UNDER THIS PARAGRAPH MUST BE SUBMITTED IN WRITING TO THE CITY PRIOR TO THE EXECUTION OF THE CHANGE ORDER INCORPORATING THE DESIGN-BUILDER'S RECOMMENDATION OTHERWISE SAID CLAIM IS EXPRESSLY WAIVED. Any savings allocated to the Design-Builder under this Paragraph shall be paid at the time of Final Payment to the Design-Builder.

7.18 Miscellaneous

7.18.1 Prior to commencement of the Work, the Design-Builder shall submit to the City a plan for site access and control of construction traffic. Said plan shall include, but not be limited to, an enumeration of each construction access point to the site and a description of how access will be controlled and regulated; a description of any impact that construction traffic may have on the public streets and highways; the Design-Builder's plan for minimizing and reducing such impact; and the name and address of the individual employed by the Design-Builder who shall have responsibility for control and management of construction traffic. Approval by the City of this plan is a condition precedent to payment of any sums to the Design-Builder. The Design-Builder furthermore agrees to cooperate with the City and all

other appropriate governmental entities with respect to the control, regulation, scheduling and management of construction traffic.

7.18.2 The Design-Builder shall be responsible for, and shall pay the cost of, all temporary facilities used, or made available, during the course of the Work. These facilities include, but shall not be limited to, electric power, gas, water, sewage and sanitation, waste removal and disposal, telephone, and temporary office facilities. The Design-Builder shall timely pay for all such temporary facilities and shall coordinate the installation and removal of such facilities including, but not limited to, any required coordination with any utility company. Furthermore, the Design-Builder shall be responsible for, and shall pay the cost of any utility work which may be necessary in order to perform the Work required by the Contract Documents, which includes, but is not limited to, the cost of installing, moving, or relocating electric, water, sewer, gas, or other utility lines, wires, poles, pipe, and any other equipment of every kind and nature.

7.18.3 After first giving at least seventy-two (72) hours written notice to the City the Design-Builder shall conduct any and all testing required under the Contract Documents and report the results of same to the City within twenty-four (24) hours of receipt, unless the City instructs otherwise. The Design-Builder shall also cooperate with the City in the event the City elects to conduct testing for any purpose. The Design-Builder shall make the site, or any relevant portion thereof, available for such testing by the City and the Design-Builder shall so schedule and coordinate its work so as not to interfere with any testing by the City. When requested by the City, the Design-Builder shall furthermore uncover Work and otherwise assist in testing as may be required by the City. The services requested by the City which are required to be provided by an Independent Testing Laboratory shall be paid by the City unless otherwise stated in the Contract Documents. Design-Builder may not rely upon any testing performed by the City but shall remain solely responsible for insuring compliance with all Contract Documents and testing requirements. The Design-Builder shall be responsible for the payment of any testing it performs or requires.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 The Design-Builder shall copy the City's designated representative with any and all written communications by and between the parties. The City's designated representative for the receipt of any such communications, or copies of same, is Diana Carrillo, Project Manager, whose address is City of Sunrise, Utilities Department, 777 Sawgrass Corporate Parkway, Sunrise, FL 33325. The City reserves the right to change its designated representative upon written notice to the Design-Builder.

8.1.2 The City shall be the initial interpreter of the requirements of the drawings and specifications provided within the Project Criteria Package and the judge of the performance there under by the Design-Builder. The City shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Design-Builder.

8.1.3 The City will review the Design-Builder's Applications for Payment and will certify to the City for payment to the Design-Builder, those amounts then due the Design-Builder as provided in this Contract.

8.1.4 The City shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the City deems it necessary or advisable, the City shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.1.5 The City shall review and advise concerning proposals and requests for Change Orders from the Design-Builder. The City shall prepare Change Orders for approval and execution in accordance with the Design-Build 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.

8.11.6 When the Design-Builder believes the work is substantially complete, the Design-Builder shall notify the City and comply with the requirements of Paragraph 5.5.

8.1.7 As part of the Project closeout process, the Design-Builder shall receive and forward to the City for the City's review a three-ring binder(s) containing all written warranties and related documents, operating manuals required by the Design-Build Contract, and final releases of liens from all sub-contractors and material suppliers. Once all Punch List items have been resolved, all permits have been closed, all warranties and operating manuals have been received, and final releases of liens have been received, the Design-Builder shall issue a final Application for Payment when called for by the Design-Build Contract.

8.1.8 If the Design-Builder fails any inspection which requires a re-inspection by the City or any inspection agency, the Design-Builder shall bear the cost of such repeat inspection(s) which cost may be deducted by the City from any sums otherwise due the Design-Builder.

8.2 Claims by the Design-Builder

8.2.1 Except as prohibited in Paragraph 8.2.5 herein below, all Design-Builder 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.

8.2.2 Pending final resolution of any claim of the Design-Builder, the Design-Builder shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Design-Builder in accordance with this Contract. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the City and the Design-Builder.

8.2.3 Claims for Concealed and Unknown Conditions -- Should concealed and unknown conditions encountered in the performance of the Work (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 Work 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 Design-Builder for concealed or unknown conditions, the Design-Builder must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Design-Builder to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Design-Builder of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs -- Except as prohibited in Paragraph 8.2.5 herein below, if the Design-Builder wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Design-Builder 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 notice shall be given by the Design-Builder before proceeding to execute any additional or changed Work. The failure by the Design-Builder to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Design-Builder against the City for compensation in excess of the Contract Price, any liability of the City for the Design-Builder's costs shall be strictly limited to direct costs incurred by the Design-Builder. Direct costs do not include the Design-Builder's home office overhead, loss of efficiency, consequential damages of the Design-Builder, or equipment costs in excess of actual equipment rental paid by the Design-Builder to a third party. The City shall not be liable to the Design-Builder for claims of

third parties, including subcontractors, unless and until liability of the Design-Builder has been established therefor in a court of competent jurisdiction.

8.2.5 Claims for Additional Time -- If the Design-Builder 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 Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Design-Builder's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Design-Builder to the City for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Design-Builder 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 Design-Builder'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 Design-Builder's future performance. In the event the delay to the Design-Builder is a continuing one, only one notice and claim for additional time shall be necessary. If the Design-Builder fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.2.5.1 In no event, and under no circumstances, shall the Contract Sum be increased for, nor shall the Design-Builder 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 Design-Builder 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.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Design-Builder to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, or as may be required by the Instructions to Bidders, the Design-Builder shall furnish the City, in writing, the names of persons or entities proposed by the Design-Builder to act as Subcontractors on the Project. The City shall promptly reply to the Design-Builder, in writing, stating any objections the City may have to

such proposed Subcontractor. The Design-Builder shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Design-Builder shall not be required to Subcontract with any party to whom the Design-Builder has objection.

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

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order, Construction Change Directive or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Design-Builder shall proceed promptly with such changes.

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Design-Builder as evidenced by: (1) the change in the Contract Price being set forth in the Change Order; (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties; and (3) the Design-Builder's execution of the Change Order; or (b) if no mutual agreement occurs between the City and the Design-Builder, then, as provided in Subparagraph 10.3.2 below.

10.3.2 The Design-Builder shall be bound by the following conditions and procedures governing additional work under the Contract:

10.3.2.1 Any Change Order must be recommended by the City's representative and approved by the City before any steps are taken to implement the Change Order.

10.3.2.2 Should the Design-Builder commence work without making a claim in writing for unforeseen extra work encountered, it will be construed as an acceptance and agreement that such work is required under the Contract and no further claim for such extras will be considered or allowed by the City.

10.3.2.3 Changes in the Work directed by the City shall become part of the Contract only by written Change Order.

10.3.2.4 Information regarding changes in the Work for additional work, credits and adjustments under the Contract shall be promptly transmitted in writing by the Design-Builder to the City with full explanations and justifications for consideration in preparing a Change Order to the Contract.

10.3.2.5 Design-Builder shall allow twenty-one (21) calendar days for the City to review and respond to the Design-Builder submitted Requests for Change Order pricing and Design-Builder submitted pricing for City initiated proposal requests. This review time is only for correctly submitting pricing. Submitted pricing found not to be in correct format, or containing pricing that relates to Work clearly not part of the change, or contains Subcontractor pricing not in the correct format, or contains Subcontractor pricing that relates to Work clearly not part of the change, will not be reviewed and will be returned to the Design-Builder for proper submission and as such, no Design-Builder claims for delay will be accepted as a result of extended response time due to improper pricing submission.

10.3.2.6 The City will review properly submitted Design-Builder pricing and compare submitted pricing with published pricing data contained in the Building Cost Data, Mechanical Cost Data and Electrical Cost Data, latest edition, as published by R.S. Means Company, Inc. Design-Builder submitted pricing found to be in excess of five (5%) percent above the stated published pricing will not be accepted and as such, no Design-Builder claims for delay will be accepted as a result of extended response time due to excessive pricing submittal by the Design-Builder.

10.3.3 The value of any change ordered under the Contract for extra work or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued:

10.3.3.1 By Unit Price named in the contract or subsequently agreed upon by the City and the Design-Builder, which prices shall include Design-Builder's Overhead and Profit.

10.3.3.2 By Lump Sum Price agreed upon by the City and the Design-Builder, which price shall include overhead and profit. A breakdown of the estimated costs comprising the lump sum price may be required by the City for review. Percentage for overhead and profit shall be determined in accordance with the method listed described under Overhead and Profit below.

10.3.3.3 By a Cost-Plus Price on total actual costs, plus an added percentage, all determined as described under Overhead and Profit below.

10.3.3.4 <u>Overhead and Profit</u>

(a) Subcontractor's overhead, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the Work shall be just and fully compensated for by adding an amount equal to TEN PERCENT (10%) of the sum of material and labor costs as defined under Subcontractor's profit below, but excluding equipment rental costs.

(b) Subcontractor's profit may then be added to the above material costs and labor costs including the Overhead allowance at the rate of TEN PERCENT (10%) of the sum of those costs, excluding equipment rental costs.

(c) Design-Builder's overhead, including general supervision and the furnishing, use and maintenance of small tools incidental to and required for the Work accomplished by its own direct labor, shall be considered to be just and fully compensated for by adding an amount equal to SEVEN AND ONE HALF PERCENT (7-1/2%) of the sum of material and labor costs as defined under Material costs and Labor costs below, but excluding equipment rental costs and bond allowance.

(d) Design-Builder's overhead, including general supervision and the furnishing, use and maintenance of small tools and equipment incidental to and required for the Work accomplished by Subcontractors, shall be considered to be just and fully compensated for by adding an amount equal to FIVE PERCENT (5%) of the sum of material and labor costs as defined under Material Costs and Labor Costs below, but excluding equipment rental costs and bond allowance.

10.3.3.5 Bond Allowance: For maintaining the Public Construction Bond at 100% of the Contract Price, a sum of ONE PERCENT (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rental) shall be allowed on all Change Orders.

10.3.3.6 Material Costs actually recorded by the Design-Builder and the subcontractor as materials are delivered to the site and, as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and made available to the City at all times.

10.3.3.7 Labor Costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed on the extra work required, including the net cost of insurance, social security and Workers' Compensation. Records in proper form shall be maintained and be made available to the City at all times.

10.3.3.8 Rentals for special equipment or machinery, such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc. required for the economic

performance of the work at reasonable rental prices agreed upon before work commences, shall be allowed the Design-Builder and Subcontractors by the City for each and every hour such special equipment is in use on the particular work. To the sum of such equipment rentals, no additional percentage shall be added.

10.3.3.9 Owned Equipment for certain owned heavy or specialized equipment (defined as tools and equipment with an individual purchase cost of more than One Thousand Dollars ($1,000) brought on to the job site specifically for Change Order work shall be valued at 75 percent of the monthly rental divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work. Fuel and an operator necessary to utilize the equipment will be considered as a separate direct cost associated with the Change Order work. No recovery will be allowed for heavy or specialized equipment that is already on the jobsite and is necessary to complete work of the original Contract. No recovery will be allowed for hand tools, power tools, minor equipment, work vehicles (including pickup trucks and cargo vans), simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work will be the basis for pricing. Downtime due to repairs, maintenance and weather delays will not be allowed.

10.4 Minor Changes

10.4.1 The City shall have authority to order minor changes in the Work not involving a change in the Contract Price or 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 Design-Builder. The Design-Builder shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

10.6.1 As a condition precedent for the certification, approval or payment of any Application for Payment, or as a condition precedent for the approval or execution by the City of any Change Order, or as a condition precedent for any action required by the City under this Contract, the City may demand, and the Design-Builder shall furnish, an appropriately executed Consent of Surety in such form as the City may specify.

10.7 Emergency Change Orders

10.7.1 In an emergency which presents immediate danger to persons or property, the City's designated representative may order a change in the Work which shall be documented

within three (3) days from the inception of said emergency in accordance with the Change Order requirements of Article X of this Contract.

10.8 Construction Change Directive

10.8.1 If the City and the Design-Builder cannot agree on the cost of a change in the Work, the City may issue a written Construction Change Directive ordering a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price and/or the Contract Time.

10.8.2 The City and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price and/or the Contract Time arising out of a Construction Change Directive. Within 15 days of issuance of the Construction Change Directive, the City will issue a Change Order based upon the City's estimate for the cost of the Work and any additional agreed upon time extension in accordance with Article 10.3. When a resolution has been reached on the total cost of the Work and the cost of the Work is more or less than the City's estimate, a final adjusting Change Order will be issued for the difference in both cost and time as applicable.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Design-Builder's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the inspection of the City. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with this Contract, the Design-Builder shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Design-Builder shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Design-Builder shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby.

11.2.2 If within one (1) year after Final Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Design-Builder 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 Work completed after Final Completion, this one-year obligation to specifically correct defective and non-conforming Work shall be extended by the period of time which elapses between Final Completion and acceptance of the subject Work by the City.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Design-Builder has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Design-Builder to specifically correct the Work.

11.3 The City May Accept Defective or Non-Conforming Work

11.3.1 If the City chooses to accept defective or non-conforming Work, 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 Work, 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 Work.

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 Work, the Design-Builder shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or non-conforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Design-Builder

12.1.1 If the Work 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 Design-Builder or any person or entity working directly or indirectly for the Design-Builder, the Design-Builder 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 Design-Builder (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Design-Builder for a period of thirty (30) days after receiving written notice from the Design-Builder of its intent to terminate hereunder, the Design-Builder may terminate performance under this Contract by written notice to the City. In such event, the Design-Builder shall be entitled to recover from the City as though the City had terminated the Design-Builder'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 Design-Builder for convenience. The City shall give written notice of such termination to the Design-Builder specifying when termination becomes effective.

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

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

12.2.1.4

(a) The Design-Builder shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Design-Builder fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Design-Builder an amount derived in accordance with sub-paragraph (c) below.

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

(c) Absent agreement to the amount due to the Design-Builder, the City shall pay the Design-Builder 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 Work, and in terminating the Design-Builder's performance, plus a fair and reasonable allowance for overhead in the amount of seven percent (7%) of the Design-Builder's direct costs, and a reasonable allowance for profit in the amount of five percent (5%) of the Design-Builder's direct costs (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Design-Builder 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 Design-Builder 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 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:

12.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

12.2.2.2 Consequential damages;

12.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Contract;

12.2.2.4 Expenses of Design-Builder due to the failure of Design-Builder or its Subcontractors to discontinue the Work with reasonable promptness after notice of termination has been given to the Design-Builder; and

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

12.2.2.6 Damage or loss caused by delay.

12.3 Assignment Upon Termination

12.3.1 Upon termination of this Contract, the work product of the Design-Builder shall become the property of the City and the Design-Builder 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 Design-Builder pertaining to this Contract. Upon the City's request, the Design-Builder shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Subparagraph shall be used solely for its intended purpose.

12.4 For Cause

12.4.1 If the Design-Builder refuses or fails to perform the Work 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 others 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 Design-Builder, without prejudice to any other right or remedy, terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design-Builder, and may finish the Work by whatever methods it may deem expedient. In such case, the Design-Builder shall not be entitled to receive any further payment until the Work is finished.

12.4.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Design-Builder. If such costs exceed the unpaid balance, the Design-Builder shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.4.3 In the event this Contract is terminated by the City for cause pursuant to Subparagraph 12.4.1 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.

12.4.4 In no event shall the City pay for profit or overhead on Work not performed.

ARTICLE XIII

INSURANCE

13.1 Design-Builder agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of work under this Project, insurance coverages, limits, and endorsements as required herein. The Design-Builder 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 Design-Builder under this Contract.

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

13.3 Business Automobile Liability. Design-Builder 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 Design-Builder does not own automobiles, Design-Builder 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. Design-Builder agrees to maintain Worker's Compensation & Employers Liability Insurance in accordance with Florida Statute Chapter 440. Elective exemptions or coverage afforded through an employee leasing arrangement will NOT satisfy the contractual requirement.

13.5 Professional Liability. Design-Builder agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than $2,000,000 Per Occurrence $2,000,000 Annual Aggregate. Design-Builder agrees to notify the City when its Self-Insured Retention (SIR) exceeds $25,000. When a SIR exceeds $25,000, the City reserves the right, but not the obligation, to review and request a copy of Design-Builder's most recent annual financial report or audited financial statements to determine the Design-Builder's financial capacity to satisfy its SIR. When the Design-Builder's policy is written on a "Claims-Made" basis, the Design-Builder agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, 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 Project Agreement, Design-Builder 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 DESIGN-BUILDER of the obligation to provide replacement coverage.

13.6 Commercial Umbrella/Excess Liability. Design-Builder agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than $1,000,000 Each Occurrence $2,000,000 Aggregate. The Design-Builder agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

13.7 Builder's Risk Insurance. Design-Builder, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain Builder's Risk insurance with an amended policy period not less than the Contract Time, plus three (3) months, affording coverage to protect the insurable interests of the City, Design-Builder, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Work. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include coverage for Soft Costs, as defined by the policy, in an amount not less than ten percent (10%) of the projected completed value of the Work. The Soft Cost limit shall be a schedule limit on the policy in addition to a scheduled limit for the non-Soft Cost amount. Collectively, the scheduled Soft Cost limit and non-Soft Cost limit should equal one-hundred percent (100%) of the projected value of the Work. Design-Builder agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier. Design-Builder agrees to endorse the Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by City.

The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted or insured by the City. Design-Builder agrees to endorse the City as a Loss Payee on the Builder's Risk insurance.

13.8 Additional Insured Endorsement. Design-Builder 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 10 07 04 or GC 20 10 04 13 Additional Insured - Owners, Lessees, or Design-Builders – Scheduled Person or Organization endorsement in combination with the additional endorsement GC 20 37 10 01 or GC 20 37 04 13 Additional Insured – Owners, Lessees, or Design-Builders – Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

13.9 Waiver of Subrogation. Design-Builder agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Design-Builder, sub-contractor, architects, or Engineer for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Design-Builder to enter into a pre-loss Contract to waive subrogation without an endorsement, the Design-Builder agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Design-Builder enter into such Contract on a pre-loss basis.

13.10 Right to Revise or Reject. Design-Builder agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Design-Builder written notice of such revisions or rejections.

13.11 Certificate of Insurance. Design-Builder 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 Design-Builder's insurer. If the Design-Builder 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, Design-Builder 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	City of Sunrise

Procurement Manager
Attn: Procurement Manager
10770 W. Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
Fax (954) 572-2278

Risk Management Division
Attn: Risk Manager
10770 W Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

13.12 Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions. The Design-Builder agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

13.13 Other Terms. City shall have the right, but not the obligation, of prohibiting Design-Builder from entering the Project site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Design-Builder agrees the City reserves the right to withhold payment to Design-Builder until evidence of reinstated or replacement coverage is provided to the City. If the Design-Builder fails to maintain the insurance as set forth herein, the Design-Builder agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Design-Builder agrees to reimburse the City for 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. Should the parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for their own attorney's 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.

14.2 Successors and Assigns

14.2.1 The City and Design-Builder 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 Design-Builder shall not assign this Contract without the written consent of the City.

14.3 Public Construction Bond

14.3.1 The Design-Builder shall furnish a Public Construction Bond to the City in an amount not less than one hundred percent (100%) of the Contract Price. The bond furnished by the Design-Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted

by Change Order executed by the Design-Builder, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by the Design-Builder shall be in form required by the City and in conformity with Section 255.05, Florida Statutes, shall be recorded in the Public Records of Broward County before construction commences, and shall be executed by a surety, or sureties, reasonably suitable to the City.

14.4 Nondiscrimination

14.4.1 The Design-Builder 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.

14.5 Discriminatory Vendor List

14.5.1 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 Design-Builder, 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, Design-Builder represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

14.6 Public Entity Crimes

14.6.1 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 Design-Builder, 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, Design-Builder represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

14.7 Scrutinized Company

14.7.1 Pursuant to Section 287.135, Florida Statutes, Design-Builder 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.

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

14.7.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Design-Builder 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.

14.8 Notice

14.8.1 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 Design-Builder, to:
Fabio Angarita, Senior Project Manager
David Mancini & Sons, Inc.
2601 Wiles Road
Pompano Beach, FL 33073
Email: Fangarita@dmsi.co

If to City, to:
Procurement Manager
City of Sunrise
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

14.9 No Third-Party Beneficiaries

14.9.1 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.

14.10 Preparation of Contract

14.10.1 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 expresses 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.

14.11 Non-Waiver of Breach

14.11.1 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.

14.12 E-Verify – Employment Eligibility

14.12.1 Design-Builder warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. 14.12.1 Design-Builder 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 Design-Builder's subcontractors performing the duties and obligations of this Contract are registered with and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

14.12.2 Design-Builder 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. Design-Builder 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.

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

14.12.4 If City terminates this Contract pursuant to Section 14.12.3 above, Design-Builder 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, Design-Builder shall also be liable for any additional costs incurred by City as a result of the termination.

14.13 Foreign Gifts and Contracts

14.13.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is $100,000.00 or more, Design-Builder 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. **§286.101**. Design-Builder 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.

14.14. Prohibited Telecommunications Equipment.

14.14.1 Design-Builder 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. Design-Builder 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.

14.15 Antitrust Violations

14.15.1 The Design-Builder 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, Design-Builder 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.

14.16 Entities of Foreign Concern

14.16.1 The provisions of this section apply only if Design-Builder or any Subcontractor will have access to an individual's personal identifying information under this Contract. Design-Builder represents and certifies: (i) Design-Builder 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 Design-Builder; and (iii) Design-Builder 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, Design-Builder and any Subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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 this Contract. 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.

14.17 Human Trafficking Laws

14.17.1 Pursuant to Section 787.06(14), Fla. Stat., non-governmental 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, the Design-Builder represents and warrants that it does not use coercion for labor or services as provided by state law.

14.18 Severability

14.18.1 If any term or provision of this Contract or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

14.19 Emergency Response

14.19.1 If this Contract is for goods or services related to emergency response for a natural emergency and Design-Builder breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Design-Builder 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.

ARTICLE XV

WAIVER OF JURY TRIAL

15.1 City and Design-Builder 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 construction of the Work, 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:

Construction Allowance Authorization – Attachment ‘1’
Construction Change Order – Attachment ‘2’
Construction Change Directive – Attachment ‘3’
Certificate of Substantial Completion – Attachment ‘4’
Consent of Surety to Final Payment – Attachment ‘5’
Waiver and Release of Lien Upon Final Payment – Attachment ‘6’

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Mayor, 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 Design-Builder has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Mayor Michael J. Ryan

_____ Day of _____, 20___

Approved as to form and Legal Sufficiency for the City:

By: _____

Thomas P. Moss
City Attorney

WITNESSES

_____

_____

DESIGN-BUILDER

By:_____
[UNDER SEAL]

_____
Title

___ day of _____, 2026

_____
Printed Name

_____

_____

_____
Address

END OF DOCUMENT

ATTACHMENT '1'

Construction Allowance Authorization

Distribution List

- ☐ **Owner**
- ☐ **Engineer**
- ☐ **Contractor**
- ☐ **Field**
- ☐ **Other**

PROJECT:
Project Name
Project Address
Sunrise, FL XXXXX

ALLOWANCE AUTHORIZATION NUMBER 1
DATE: January 1, 20XX

TO CONTRACTOR:
Contractor Name
Contractor Address
City, FL XXXXX

CONTRACT DATE: January 1, 20xx

CONTRACT FOR: $0.00

THE ALLOWANCE IS AUTHORIZED FOR THE FOLLOWING WORK:
Insert a description of the work being performed under this change order

---

The original Contract Sum is	$0.00
The original Allowance Sum is	$0.00
Total of previous Allowance Authorizations	$0.00
The Project Allowance will be reduced by	$0.00
The remaining Allowance Sum is	$0.00

The Contract Time will be increased by **0** days

The date of Substantial Completion as of this Allowance Authorization is January 1, 20XX

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER, AND CONSULTANT

CONTRACTOR	**OWNER**	**CONSULTANT**
Contractor Name	City of Sunrise	Consultant Name
ADDRESS	**ADDRESS**	**ADDRESS**
Contractor Address City, FL XXXXX	777 Sawgrass Corporate Pky Sunrise, FL 33325	Consultant Address City, FL XXXXX
BY (Signature)	BY (Signature)	BY (Signature)
(Print or Type name)	(Print or Type name)	(Print or Type name)
Date	Date	Date

ATTACHMENT '2'

Construction Contract Change Order

Distribution List

- ☐ **Owner**
- ☐ **Engineer**
- ☐ **Contractor**
- ☐ **Field**
- ☐ **Other**

PROJECT:
Project Name
Project Address
Sunrise, FL 333XX

CHANGE ORDER NUMBER 1
DATE: Insert Date

TO CONTRACTOR:
Constractor Name
Contractor Address
City, FL 33XXX

CONTRACT DATE: January 1, 20XX

CONTRACT FOR: $0.00

THE CONTRACT IS CHANGED AS FOLLOWS:
Insert description of work under this change order.

The original Contract Sum Was	$0.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$0.00
The Contract Sum will be (changed or unchanged) by	$0.00
The new Contract Sum including this Change Order will be	$0.00
The Contract Time will be increased by **0** days	
The date of Substantial Completion as of the date of this Change Order is	January 1, 20XX

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER, AND CONSULTANT

CONTRACTOR	**OWNER**	**CONSULTANT**
Constractor Name	City of Sunrise	Consultant Name
ADDRESS	**ADDRESS**	**ADDRESS**
Contractor Address City, FL 33XXX	777 Sawgrass Corporate Pky Sunrise, FL 33325	Consultant Address City, FL 33XXX
BY (Signature)	BY (Signature)	BY (Signature)
(Print Name)	Utilities Director or City Manager	(Print Name)
Date	Date	Date

ATTACHMENT '3'

CONSTRUCTION CHANGE DIRECTIVE NO. XX

Owner: **City of Sunrise**
Engineer: **Name of Consultant**
Contractor: **Name of Contractor**
Project: **Name of Project**
Project Address:
XXXXXXXXXXX
Sunrise, FL
Date Issued: **XX/XX/20XX**

Owner's Project No.: BID XX-XX-XX-XX
Consultant's Project No.: XXXXXXX
Contractor's Project No.: XXXXX

Effective Date of Work Change Directive: **XX/XX/20XX**

Contractor is directed to proceed promptly with the following change(s):

Description:

1. **Short description of work here**

Attachments:

1. **Description of Attachments**

Purpose for the Work Change Directive:

Full description of work associated with this Directive

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: **$XX,XXX**

Contract Time: **XX** days

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by:	Authorized by Owner:
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

ATTACHMENT '4'

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NUMBER: _____

PROJECT NAME: _____

ENGINEER/ARCHITECT: _____

CONTRACTOR: _____

CONTRACT DATE: _____

The Contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and to be substantially complete, enabling the City to make use of the Work as intended.

By their signature below, the Contractor further requests Engineer/Architect and City to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items representative of such listing within ___ days from date of receipt from designer.

_____ _____

Contractor Company Name By *(written) (typed or printed)*

_____ _____

Signature Date

(Shall be signed by same representative who signed Contract)

A list of items to be completed or corrected, verified by the Engineer/Architect and City, is (is not) appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

_____ _____

Engineer/Architect Company Name By *(written) (typed or printed)*

Date: _____

(Shall be signed by the Engineer's/Architect's Project Manager)

The Work performed under this Contract has been reviewed and found to be substantially complete by the Capital Projects Director who has hereby established the Date of Substantial Completion as _____ which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Engineer/Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy the Work, or designated portion thereof, for the use for which it is intended.

The City accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

CITY OF SUNRISE By: Earl Prizlee Capital Projects Director

Date: _____

The responsibilities of the City and the Contractor for maintenance, heat, utilities and insurance shall be as set out in the Contract for Construction.

ATTACHMENT '5'

CONSENT OF SURETY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

BOND NO.

TO OWNER:
(Name and address)

PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and Address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name address of Contractor

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Signature of surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

ATTACHMENT '6'

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $_____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ on the job of City of Sunrise to the following described property:

(Description of property)

DATED on _____,2022.

Corporate Seal

_____
Lienor/Company

By: _____
Print Name

_____
Signature

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20___, by _____, as _____ of _____.

(SEAL)

_____
Signature of Notary Public – State of Florida

_____
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced_____

RFP 25-02-05-MS Design Build Services for Lift Station Basin 122 Improvement - Step 2

Evaluation and Ranking

	VENDOR	David Mancini & Sons, Inc.			Giannetti Contracting Corporation			Ric-Man International, Inc.			Southern Underground Industries, Inc.		
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
1	Evaluation Criteria: Firm Qualifications – 30 points	30	30	30	25	30	28	26	30	28	20	30	26
2	Evaluation Criteria: Staffing Plan - 15 points	15	15	13	15	14	13	12	15	12	13	14	11
3	Evaluation Criteria: Project Control Experience - 15 points	15	14	15	12	15	14	12	15	13	12	15	12
4	Detailed approach of proposed work - 30 points	30	30.00	29.00	20.00	28.00	27.00	0.00	0.00	0.00	15.00	20.00	23.00
	Total Points - without pricing points	**90**	**89.00**	**87.00**	**72.00**	**87.00**	**82.00**	**50.00**	**60.00**	**53.00**	**60.00**	**79.00**	**72.00**
	Average Points - without pricing points		**88.67**			**80.33**			**54.33**			**70.33**	
5	Price proposal -40 points		36.81			36.42			#VALUE!			40.00	
	TOTAL POINTS - STEP 1 + STEP 2		**125.47**			**116.75**			**#VALUE!**			**110.33**	
	Possible points: 130												
	Price Proposed		**$21,795,600.00**			**$22,028,300.00**						**$20,056,045.28**	
	Negotiated Price		$11,111,175.00						**Non-responsive**				
	Rank Position Step 1		**1**			**2**						**3**	

RANKING

1 - David Mancini & Sons, Inc.
2 -Giannetti Contracting Corporation
3 - Southern Underground Industries, Inc.

Top Rank firm has been recommended for award.
* Firm deemed non-responsive because proposal amount was not submitted on due date.

CITY CLERK
CITY OF SUNRISE
2025 SEP 19 AM 10:48

SUNRISE, FLORIDA

RESOLUTION NO. 25-141

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD RFQ NO. 25-02-05-MS, DESIGN-BUILD SERVICES FOR THE LIFT STATION BASIN 122 IMPROVEMENT PROJECT – STEP 1 TO QUALIFY THE FOLLOWING FIRMS: DAVID MANCINI & SONS, INC., GIANNETTI CONTRACTING CORPORATION, RIC-MAN INTERNATIONAL, INC., AND SOUTHERN UNDERGROUND INDUSTRIES, INC.; AUTHORIZING THE PROCUREMENT MANAGER TO PROCEED TO STEP 2 BY ISSUING A REQUEST FOR PROPOSALS TO THE QUALIFIED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm to provide professional design-build services for the Lift Station Basin 122 Improvement Project; and

WHEREAS, the City issued a Request for Qualifications, and four (4) submittals were evaluated and ranked by a selection committee.

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

Section 1. RFQ No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 1, is hereby awarded to qualify the following firms so they may submit for Step 2:

1. David Mancini & Sons, Inc.,
2. Giannetti Contracting Corporation,
3. Ric-Man International, Inc., and
4. Southern Underground Industries, Inc.

Section 2. In accordance with the terms of RFQ No. 25-02-05-MS, the Procurement Manager or designee is hereby authorized to proceed with Step 2, issuing a Request for Proposals to the four (4) qualified firms for the Design-Build services for the Lift Station Basin 122 Improvement Project.

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

PASSED AND ADOPTED this 15TH DAY of SEPTEMBER, 2025.

Mayor Michael J. Ryan

Authentication:

Felicia M. Brave
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION: KERCH
SECOND: SCUOTTO

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss



Detail by FEI/EIN Number

Florida Profit Corporation
DAVID MANCINI & SONS, INC.

Filing Information

Document Number	P10000086044
FEI/EIN Number	27-3716806
Date Filed	10/20/2010
Effective Date	10/20/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/23/2015
Event Effective Date	NONE

Principal Address

2601 Wiles Road
Pompano Beach, FL 33073

Changed: 02/03/2020

Mailing Address

2601 WILES ROAD
POMPANO BEACH, FL 33073

Changed: 05/15/2017

Registered Agent Name & Address

MANCINI, DAVID A
2601 WILES ROAD
POMPANO BEACH, FL 33073

Address Changed: 05/15/2017

Officer/Director Detail

Name & Address

Title P

MANCINI, DAVID
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title SECR

MANCINI , DAVID A, Jr.
1875 N. HIBISCUS DRIVE
MIAMI, FL 33181

Title EXECUTIVE VICE PRESIDENT

Mancini, David A, Jr.
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title EXECUTIVE VICE PRESIDENT

MANCINI, RICHARD
2601 WILES ROAD
POMPANO BEACH, FL 33073

Title Vice-President

Angarita, Fabio
2601 Wiles Road
Pompano Beach, FL 33073

Annual Reports

Report Year	Filed Date
2023	03/01/2023
2024	03/19/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
03/19/2024 -- ANNUAL REPORT	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
05/15/2017 -- Reg. Agent Change	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
10/15/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/23/2015 -- Amendment	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
09/30/2014 -- AMENDED ANNUAL REPORT	View image in PDF format

01/17/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
02/24/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
10/20/2010 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.L. **C #:** 26257

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-26-020-CE Lift Station 119, 120, and 122 Replacement – Owner's Advisor Services for Design-Build Implementation"; and providing an effective date.

BACKGROUND INFORMATION:

The City of Sunrise Utilities Department owns and maintains Lift Stations 119, 120, and 122. These lift stations are wet pit/dry pit configurations and approaching the end of their useful service life, resulting in increased maintenance challenges for Utilities staff. To address these operational concerns, the Utilities Department proposes rehabilitating the affected lift stations and converting them into submersible pumping stations. This work includes replacing the existing dry-pit-mounted pump and motor assemblies with new submersible pumps and motor assemblies. Additional improvements include raising the wet well top slab elevations to meet Broward County's 100-year flood elevation requirements; installing new valve vaults and wastewater force main discharge piping; and upgrading the facilities to comply with current City of Sunrise Design and Construction Standards and Details. The project also includes replacing the wastewater force main extending from LS 156 to Nob Hill Road. This force main was installed more than 30 years ago and has experienced multiple failures due to its age, material, and capacity limitations. The replacement force main will be appropriately sized to accommodate the design flows associated with the rehabilitated pumping stations. The replacement of an existing potable water main within the same roadway corridor was also initially included in the project based on anticipated cost savings through economies of scale by coordinating the water main and force main improvements.

In order to facilitate the aforementioned improvements, it was determined that the design-build delivery method would be the most effective process. In accordance with Florida Statutes,

related to the design-build project delivery method, the City entered into an agreement with Carollo Engineers, Inc. (Carollo) to produce a design criteria package that became the basis of design for the solicitation and hiring of a design-build firm or company. Carollo completed the design-build criteria documentation, and in order to select a design-builder, the City issued Request for Qualifications (RFQ) No. 25-02-05-MS, as the first step of a two-step selection process, to pre-qualify firms or partnerships for the design-build services required for the project, and four responses were received. The staff-lead committee evaluated and ranked the proposals, and subsequently negotiated a Contract with the highest ranked firm, David Mancini & Sons, Inc.

As the project transitions into the design-build phase, the Utilities Department developed Project Agreement No. 26-020-CE with Carollo Engineers, Inc. to provide Owner's Advisor Services for Design-Build Implementation. The proposed services include design review and contract management, construction management, startup support, and project coordination, communication, and meeting attendance throughout implementation of the project.

City staff negotiated a fee with Carollo that is considered fair and reasonable based on the scope and complexity of the required services. Funding for these services is currently budgeted for completion of the work.

This Project Agreement is consistent with Item 3 in Exhibit "A," Scope of Services, of the 2021 Continuing Services Agreement with Carollo Engineers, Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

A separate agenda item for the November 10, 2026 City Commission Meeting seeks approval to award RFP No. 25-02-05-MS and approve Contract No. C25-02-05-MS, Contract for Design-Build, between the City of Sunrise and David Mancini & Sons, Inc. for the Lift Station Basin 122 Improvement Project.

FUNDING INFORMATION:
465.66.70.535.506510 - Construction
Project 505605 - Lift Station 122 Basin Improvement

$328,008.00

ATTACHMENTS:
ATY Resolution - C26257
Project Agreement - PA 26-020-CE
Basis and Justification Memo

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND CAROLLO ENGINEERS, INC. FOR PROJECT AGREEMENT NUMBER: PA-26-020-CE LIFT STATION 119, 120, AND 122 REPLACEMENT – OWNER'S ADVISOR SERVICES FOR DESIGN-BUILD IMPLEMENTATION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide Owner's Advisor Services during the design-build implementation of the Lift Station 119, 120, and 122 Replacement Project; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with Carollo Engineers, Inc. (Carollo Engineers) for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, the City has negotiated a Project Agreement with Carollo Engineers 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 Carollo Engineers, Inc., the "Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-26-020-CE Lift Station 119, 120, and 122 Replacement – Owner's Advisor Services for Design-Build Implementation" (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

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-26-020-CE

LIFT STATION 119, 120, AND 122 REPLACEMENT – OWNER'S ADVISOR SERVICES FOR DESIGN-BUILD IMPLEMENTATION

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Carollo Engineers, 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.

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 - 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. 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
Juan Oquendo, P.E.	Company Officer
Roberto Ortiz, P.E.	Technical Expert
Christopher Reinbold, P.E.	Senior Principal Professional
Andrea Shramko, P.E.	Senior Principal Professional

Alexandra Guillen	Professional
Dyan Melvin, P.E.	Principal Professional
Andres Demarchi	Senior Professional
Joseph Hanlon, P.E.	Senior Principal Professional
Douglas Perry	Senior CAD Designers
Shoshana Woody	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 - NOT USED

4.1 Not Used.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for a lump sum amount not to exceed $328,008 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 be based on percent complete and 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 101 – Design Review and Contract management……$103,315 ....%31.5

Task 102 – Construction Management…….$202,307 .....%61.7

Task 103 – Project Coordination, Communication, and Meetings…$22,386 .....%6.8

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

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 $0 without prior written authorization by the City.

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 **950 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; 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

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

8.2.2.5 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 Carollo Engineers, Inc., signing by and through its Vice Presidents, 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

CAROLLO ENGINEERS, INC.

BY: _____
Juan R. Oquendo, P.E. / Chris T. Reinbold, P.E.

TITLE: Vice President / Vice President

____ day of _____, 2026.

AUTHENTICATE:

_____
Secretary

Kristi Powers
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

The City of Sunrise (CITY) desires to rehabilitate three lift stations connected to an asbestos cement (AC) force main (FM) system originating at LS 120 (10901 NW 25th CT) and continuing easterly towards N. Pine Island Road, and passing Lift Station 123 (9101 NW 25th CT). Included in this project the CITY desires to replace AC pipe comprising of force mains beginning at LS 120 and continuing south along NW 109th Avenue to Sunset Strip, then continuing easterly along Sunset Strip to Nob Hill Road, continuing north to NW 25th Court, and continuing easterly to the connection points west of N. Pine Island Road (this project will not include crossing the intersection of NW 25th Court and N. Pine Island Road).

As noted above, the improvement project also consists of rehabilitation of three lift stations (LS) including 119, 120, and 122. These LSs are wet pit/dry pit configurations that are nearing the end of their useful lives and present significant maintenance challenges for City staff. The rehabilitation of LS 122 will remove three collections basins from its service area and discontinue a re-pumping condition scenario into its wet well. The CITY is reconfiguring existing wet wells to accommodate new submersible pumping equipment at each of these stations.

A hydraulic evaluation was performed to verify that LS 156 will function as intended given the improvements proposed since it will now pump into the primary force main rather than just into LS-122 for re-pumping. Replacement of the pumps was identified.

A design criteria proposal (DCP) for a fixed price design-build procurement was prepared in a previous effort. The CITY utilized the DCP to advertise and select a DESIGN/BUILD contractor. The scope of services associated with this effort is for CONSULTANT to provide Owner-Advisor (OA) services to the CITY.

The specific scope of services are identified in the following tasks.

TASK 101 – DESIGN REVIEW AND CONTRACT MANAGEMENT FOR DESIGN PHASE

The purpose of this task is to assist the CITY in reviewing the engineering deliverables prepared and submitted by the DESIGN/BUILDER for the Project to confirm adherence to the specifications and requirements outlined on the DCP included in the DESIGN/BUILDER's contract and to provide recommendations to the CITY for design and plan approvals in accordance with the DESIGN/BUILDER's contract requirements for the Project.

Carollo Engineers, Inc. (CONSULTANT) will conduct the following tasks:

- Review the baseline schedule provided by the DESIGN/BUILDER for the Project in accordance with the DESIGN/BUILDER's contract requirements, and confirm all proposed engineering activities, logic, and sequence of work adequately reflect the general level of effort and deliverables to be completed by the DESIGN/BUILDER, and generally align with the proposed construction activities dates and the Project completion date included in the DESIGN/BUILDER's contract.
- Review Request for Information (RFIs) submitted by DESIGN/BUILDER and assist the CITY in preparation of responses for RFIs (up to 12 RFIs will be reviewed by CONSULTANT).
- Review preliminary schedule of values provided by DESIGN/BUILDER in accordance with the DESIGN/BUILDER's contract requirements and provide recommendations for approval to the CITY for proposed work breakdown and cost allocation for the various portions of engineering work.

- Review bypassing plans prepared by the DESIGN/BUILDER for each lift station and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements.
- Review the plans listed below to be prepared by the DESIGN/BUILDER as part of the design phase of the Project and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements:
    - Quality management plan
    - Maintenance of traffic plan (limited to review of sequence of construction activities and general approach, services by a licensed traffic engineer shall be provided by DESIGN/BUILDER).
    - Environmental controls plan
- Review the Method of Procedure (MOP) to be prepared by the DESIGN/BUILDER as part of the design phase of the Project, generally confirm the elements listed on the MOP that are pertinent to design are accounted for in the 100% design documents, and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements
- Participate in design review meetings, up to four meetings, and provide comments and recommendations to the CITY as needed on the discussions and any issues or requests presented by the DESIGN/BUILDER.
- As the design phase progresses, and information is provided by the DESIGN/BUILDER on design progress and/or design approach, and equipment selection for the Project, CONSULTANT at the CITY's request, will provide value engineering and constructability review recommendations to the CITY for items that could reduce the construction cost for the Project and reduce the scope for what is included in the DESIGN/BUILDER's design for the CITY's consideration for the Project. This task will be limited to technical review and input with cost estimating to be performed by the DESIGN-BUILDER.
- Review the 100% design plans and specifications prepared by the DESIGN/BUILDER and confirm the design was completed in general accordance with the requirements listed in the DCP included in the DESIGN/BUILDER's contract and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements. It shall remain the DESIGN/BUILDER's responsibility to prepare 100% design plans and specifications in accordance with the requirements listed in the DCP included in the DESIGN/BUILDER's contract.
- Review permit submittals prepared by DESIGN/BUILDER and to be signed by the CITY to confirm general conformance to 100% design package submitted by DESIGN/BUILDER and approved by the CITY and provide recommendations to the CITY for approval and signatures in accordance with the DESIGN/BUILDER's contract requirements. It shall remain the DESIGN/BUILDER's responsibility to adhere to the 100% design package submitted by DESIGN/BUILDER and approved by the CITY.
- Review list of permits obtained by DESIGN/BUILDER for the Project to confirm permits for the Project have been obtained prior to commencement of construction activities by the DESIGN/BUILDER in accordance with the DESIGN/BUILDER's contract requirements. It shall remain the DESIGN-BUILDERs responsibility to identify and obtain all permits necessary for construction.
- Review payment applications submitted by DESIGN/BUILDER and provide recommendations for approvals to the CITY based on quantity and progress of the design work in accordance with the CITY's approved schedule of values for the project and DESIGN/BUILDER's contract requirements.

- Review change orders submitted by DESIGN/BUILDER and advise the CITY on approval or rejection of the submitted change orders (up to 4 change orders will be reviewed by CONSULTANT).

- Advise CITY on design options presented by the DESIGN/BUILDER that could represent a cost increase/risk for the project.
- Participate in up to two value engineering workshops organized and led by the DESIGN/BUILDER, and advise the CITY on approval or rejection of value engineering options proposed by the DESIGN/BUILDER for the project.
- Provide independent review of the cost estimate for the construction of the project as requested by the CITY to validate any cost increase presented by the DESIGN/BUILDER during the 60% or 90% design phases of the project. Independent cost estimate preparation is not included. DESIGN/BUILDER shall remain responsible for any cost estimates for the construction of the project.

CONSULTANT's review of engineering deliverables and plans submitted by DESIGN/BUILDER is for general compliance with the intent to advise the CITY on adherence to the specifications and requirements included in the DCP and approvals in accordance with the DESIGN/BUILDER's contract requirements, but do not imply the CONSULTANT will assume any of the engineering responsibilities of the Project for the portions of design deliverables prepared by DESIGN/BUILDER.

Deliverables:
- Responses for design RFIs
- Value engineering and constructability review recommendations as requested by the CITY
- Recommendations for approval of change orders
- Recommendations for approval of DESIGN/BUILDER engineering deliverables, permit submittals, and plans submittals

TASK 102 – CONSTRUCTION MANAGEMENT

The purpose of this task is for CONSULTANT to provide oversight of DESIGN/BUILDER's construction work, participate in construction related meetings, and to review DESIGN/BUILDER's construction deliverables for the Project as described hereinafter.

CONSULTANT will conduct the following tasks:

- Review the baseline schedule provided by the DESIGN/BUILDER for the Project in accordance with the DESIGN/BUILDER's contract requirements, and confirm all proposed construction activities, logic, and sequence of work adequately reflect the general level of effort and planning and construction work to be completed by the DESIGN/BUILDER, the implementation of the approved by-pass plans and MOP for the Project, and meet the Project completion date included in the DESIGN/BUILDER's contract. Advise the CITY on critical path review, track slippage, and delay risk, and provide support to the CITY in any schedule dispute resolution with the DESIGN/BUILDER.
- Review the plans listed below to be prepared by the DESIGN/BUILDER as part of the design phase of the Project and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements:
    - Construction sequencing plan
    - Health and safety plan
    - Environmental controls plan
    - Owner training plan
    - Source test plan
    - Process start-up plan
    - Final operation testing plan

- Review preliminary schedule of values provided by DESIGN/BUILDER in accordance with the DESIGN/BUILDER's contract requirements and provide recommendations for approval to the CITY for proposed work breakdown and cost allocation for the various portions of the work.
- Assist the CITY in preparation of the agenda and meeting minutes for the pre-construction conference and attend the meeting.
- Assist the CITY in preparation of the agenda and meeting minutes for the progress meetings and attend the meetings. CONSULTANT will not attend all progress meetings, and it has included attendance for 16 meetings (one per month during the construction period).
- Attend schedule review/ update, pre-installation, and pre-shutdown meetings and provide recommendations to the CITY on items requiring input from CITY's operations staff or approvals to be provided by the CITY in accordance with the DESIGN/BUILDER's contract requirements.
- Review Request for Information (RFIs) submitted by DESIGN/BUILDER and provide recommendations to the CITY on responses for RFIs (up to 20 RFIs will be reviewed by CONSULTANT).
- Review shop drawings and product data for major pieces of equipment to verify that DESIGN-BUILDERs engineering professionals have approved the items and provide recommendations to the CITY for approvals in accordance with DESIGN/BUILDER's contract requirements. Major equipment/items to be reviewed include pumps, associated control panels, and protective linings for the wetwells. The Design-Builder's Engineer shall confirm that all other materials conform to the contract requirements and review and sign the City's Approved Products List.
- Review testing reports, certifications, and testing results and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements.
- Verify DESIGN/BUILDER's general compliance with City's approved MOP in accordance with the DESIGN/BUILDER's contract requirements.
- Observe the work of the DESIGN/BUILDER on a periodic basis (up to 32 times during active construction based on project needs and critical activities). The purpose of such observations will be to determine the general quality, quantity and progress of the work in comparison with the requirements of the 100% design documents approved by the CITY and the DESIGN/BUILDER's contract requirements. In making such observations, the CONSULTANT shall exercise care to generally protect the CITY from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the DESIGN/BUILDER. 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 used by DESIGN/BUILDER or the safety precautions and programs incident to DESIGN/BUILDER's performance of the work. The CONSULTANT shall not be responsible for DESIGN/BUILDER's failure to carry of the work in accordance with DESIGN/BUILDER's contract requirements. The primary inspections shall be provided by the DESIGN/BUILDERs engineering professionals, regulatory agency inspectors, and/other qualified personnel. CONSULTANTs observations shall be for review for general compliance.
- Review proposals and request for Change Orders for validity and cost accuracy and provide recommendations for approvals to the CITY in accordance with the DESIGN/BUILDER's contract requirements. Provide independent review of the cost estimate for the proposed change order as requested by the CITY and presented by the DESIGN/BUILDER (up to 4 change orders will be reviewed by CONSULTANT).
- Review Design-Builder's record of deviations based on information provided by DESIGN/BUILDER, approved RFIs, and Change Orders and keep the CITY informed of the progress of the project and any deviations from the 100% design approved by the CITY and submitted for permitting of the Project, schedule, and/or construction sequencing plan.

- Review payment applications submitted by DESIGN/BUILDER and provide recommendations for approvals to the CITY based on general quantity and progress of the work in comparison with the requirements of the 100% design documents approved by the CITY, and in general accordance with the schedule of values approved by the CITY for the Project and the DESIGN/BUILDER's contract requirements.
- Review operation and maintenance manuals and close out documentation submitted by DESIGN/BUILDER and provide recommendations to the CITY for approvals in accordance with the DESIGN/BUILDER's contract requirements.
- Review record drawings prepared by DESIGN/BUILDER, generally confirm the documents show the work installed by DESIGN/BUILDER and provide written notification to the CITY for any discrepancies on the drawings.
- Advise the CITY on acknowledgement of the receipt of the DESIGN/BUILDER's safety plan submitted for the project in accordance with the DESIGN/BUILDER's contract requirements for the Project
- Advise the CITY on DESIGN/BUILDER's general adherence to the environmental permit requirements for the project in accordance with the DESIGN/BUILDER's contract requirements for the Project.
- Advise the CITY on DESIGN/BUILDER's general adherence to the requirements of the National Pollutant Discharge Elimination System (NPDES) permit approved for the project in accordance with the DESIGN/BUILDER's contract requirements for the Project.
- Review QA/QC tracking documents prepared by DESIGN/BUILDER in accordance with the DESIGN/BUILDER's contract requirements for the Project.
- Prepare deficiency logs for work completed by DESIGN/BUILDER.
- Review punch list prepared by DESIGN/BUILDER and advise the CITY on the review and approval of the punch list in accordance with the DESIGN/BUILDER's contract requirements for the Project.
- Complete field inspections and review documentation submitted by DESIGN/BUILDER in accordance with the DESIGN/BUILDER's contract requirements for the Project to generally verify material conformance with project specifications and CITY's approved shop drawing submittals for the project prior to installation in accordance with the DESIGN/BUILDER's contract requirements for the Project.
- Assist the CITY in the review of close out documentation for the project.

Deliverables:
- CONSULTANT will produce recommendations and responses for schedule, shop drawings, plans, testing reports, and payment applications approvals.
- CONSULTANT will produce recommendations on responses for RFIs and Change Order submittals.
- CONSULTANT will prepare written reports for field observation during observation of DESIGN/BUILDER's construction work.
- CONSULTANT will prepare a log of deviations based on information provided by DESIGN/BUILDER.
- CONSULTANT will prepare field logs
- CONSULTANT will prepare submittal tracking logs
- CONSULTANT will prepare change order logs

TASK 103 – PROJECT COORDINATION, COMMUNICATIONS, AND MEETINGS

The purpose of this task is for CONSULTANT to manage CONSULTANT'S team that will provide the services outlined on Tasks 101and 102.

The following tasks are included in this effort:

- Coordinate and manage the CONSULTANT's team to provide the services outlined in this Scope of Work.
- Coordinate with CITY staff as required to provide the services outlined on this scope of work.
- Prepare invoices.
- Prepare monthly progress reports including risk summaries.

Deliverables:
- Monthly progress reports.

CITY RESPONSIBILITIES

CITY will perform the following functions and/or furnish at no expense of CONSULTANT, the following items:

- Provide assistance by placing at CONSULTANT's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, Operations and Maintenance (O&M) records and any other data relative thereto, which CONSULTANT shall be entitled to use and reasonably rely upon. Provide said information within five calendar days of receipt of a written request by CONSULTANT.
- CITY's Project Manager will coordinate meetings between CITY Staff and the CONSULTANT.
- Obtain property title searches and title reports and purchasing property if needed for construction of new facilities.
- CITY or DESIGN/BUILDER shall pay for all permit fees.

EXHIBIT "2"

PROJECT SCHEDULE

Task / Description	Task Completion in Days Following Notice to Proceed
Task 101 – DESIGN REVIEW AND CONTRACT MANAGEMENT FOR DESIGN PHASE	180
Task 102 – CONSTRUCTION MANAGEMENT	480
Task 103 – PROJECT COORDINATION, COMMUNICATIONS, AND MEETINGS	950

CITY OF SUNRISE

Memorandum

To: File

From: Earl Prizlee, Capital Projects Director EPP

Date: September 11, 2026

Re: Basis & Justification for Consultant Selection for Professional Engineering Services for the Lift Station 122 Improvements – Owner's Advisor Services for Design-Build Implementation

Basis

Lift Stations 119, 120, and 122 are aging wet pit/dry pit facilities that are near the end of their useful service life and present increasing maintenance challenges. The proposed improvements include rehabilitation and conversion of the lift stations to submersible pumping configurations, replacement of aging force main infrastructure, flood resiliency improvements, and upgrades to meet current City Design and Construction Standards.

The City selected the design-build delivery method to implement these improvements. Carollo Engineers, Inc. previously developed the Design Criteria Package that served as the basis for the solicitation and selection of the Design-Build Firm.

Having previously engaged Carollo to develop the Design Criteria Package, the Utilities Department now seeks their expertise to provide Owner's Advisor Services during design-build implementation. These services include design review and contract management, construction management, startup support, project coordination, communication, and meetings to assist the City throughout design and construction.

This project is part of the City's Five-year Capital Improvement Program and funding is available for the Owner's Advisor services associated with implementation of the project.

Justification

Carollo Engineers, Inc. has presented the City with a fair and reasonable proposal for Owner's Advisor Services and has the technical expertise, project knowledge, and availability necessary to effectively support the City during design-build implementation. Carollo's previous involvement in developing the Design Criteria Package also provides continuity as the project transitions into final design and construction.

Project Agreement No. 26-020-CE is consistent with Item 5 of Exhibit "A," Scope of Services, of the 2021 Continuing Services Agreement with Carollo Engineers, Inc. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Shannon Ley, Director of Community Development
Community Development Department

ITEM #: 4.M. **C #:** C26303

ITEM TITLE:
ADDENDUM: A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held November 19, 2026 through November 20, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date.

BACKGROUND INFORMATION:
Anthemic, LLC is requesting approval for a special event to be held November 19, 2026 through November 20, 2026 at the Amerant Bank Arena, located at 1 Panther Parkway, Sunrise, Florida. This event, known as the Olivia Rodrigo Fan Activation Event is a two-day event that expects to have approximately 1,000 to 2,000 people each day. In accordance with Section 16-280(b) of the City Code, Commission approval is needed for any event that exceeds one (1) day.

Staff is requesting City Commission approval and will review the application upon submittal.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26303
Exhibit A - Applicant Letter

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DURATION OF A SPECIAL EVENT TO BE HELD NOVEMBER 19, 2026 THROUGH NOVEMBER 20, 2026, AT THE AMERANT BANK ARENA LOCATED AT 1 PANTHER PARKWAY, SUNRISE, FLORIDA; DIRECTING STAFF TO REVIEW THE APPLICATION TO DETERMINE WHETHER IT MEETS CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the applicant, Anthemic LLC, has requested approval to hold a two-day outdoor fan event, known as the "Olivia Rodrigo Fan Activation Event," from November 19, 2026 through November 20, 2026, at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; and

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

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

Section 1. Authorization and Approval. Pursuant to Section 16-280(b) of the City Code, the City Commission hereby authorizes the duration of the Olivia Rodrigo Fan Activation Event from November 19, 2026 through November 20, 2026, at the Amerant Bank Arena located at 1 Panther Pkwy, Sunrise, Florida. A copy of the application letter is attached to this Resolution as Exhibit A. City Staff is directed to continue its review of the special event application to determine if the event complies with City Code before approval or disapproval of the event.

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

PASSED AND ADOPTED this _____ DAY of _____, 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

ANTHEMIC

Date: November 6, 2026

To:
Sunrise Commission Board
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

Subject: Special Event Permit Request – Olivia Rodrigo Fan & Brand Activation

Dear Members of the Sunrise Commission Board,

On behalf of **Anthemic LLC**, I am writing to formally request the necessary permits and approvals to host a two-day on **November 19 and November 20** Olivia Rodrigo fan and brand activation in the City of Sunrise.

The proposed activation will provide an engaging, interactive experience for fans and members of the local community. The event will feature branded installations, interactive fan experiences, photo opportunities, and opportunities for attendees to engage with the Olivia Rodrigo brand in a fun and welcoming environment.

We anticipate approximately **1000 - 2000 attendees per day** throughout the two-day event. Our team is committed to working closely with the City of Sunrise and all applicable municipal departments to ensure the activation is executed safely, responsibly, and in accordance with all city requirements.

Anthemic LLC will coordinate with the appropriate property representatives and city departments to address all necessary permitting, public safety, traffic management, pedestrian accessibility, security, sanitation, and operational requirements. Supporting documentation, including a detailed event site plan, traffic and pedestrian flow plans, security provisions, and certificates of insurance, will be provided as required throughout the permitting process.

We respectfully request the City's consideration and approval of this proposed activation and welcome the opportunity to meet with the appropriate departments to review the event footprint, operational requirements, and permitting process.

Thank you for your time and consideration. We look forward to working collaboratively with the City of Sunrise to deliver a successful, safe, and memorable experience for Olivia Rodrigo fans and the surrounding community.

Sincerely,

Anesia Potter
Anthemic LLC
818.856.5919
anesia@anthemicagency.com

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Manager's Office

ITEM #: 6.A. **C #:**

ITEM TITLE:
Legislative Update by State Senator Barbara Sharief. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
State Senator Dr. Barbara Sharief requested time to provide the Mayor, Commissioners, and residents with a post legislative session update.

FUNDING INFORMATION:
N/A

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Commission Office

ITEM #: 6.B. **C #:**

ITEM TITLE:
Presentation by County Commissioner Hazelle P. Rogers. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
County Commissioner Hazelle P. Rogers has requested time to present an update to the Mayor and Commissioners regarding the recently approved county budget, and the MAP Broward projects in Sunrise.

FUNDING INFORMATION:
N/A

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Kevin Pickard, Director of Leisure Services
Leisure Services Department

ITEM #: 6.C. **C #:**

ITEM TITLE:
Presentation of the Teacher of the Month Award for November 2026 to April Stewart from Discovery Elementary School and Annabel Alonso Ng from Franklin Academy.

BACKGROUND INFORMATION:
The City Commission approved the Teacher of the Month program to run from September through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a $50.00 gift card.

FUNDING INFORMATION:
001.36.10.572.505295 - Other Material and Supplies

$50.00

ATTACHMENTS:
November 2026 Discovery Elementary School April Stewart
November 2026 Franklin Academy Annabel Alonso Ng

Teacher of the Month – November 2026

Discovery Elementary School – April Stewart

Discovery Elementary School proudly nominates April Stewart as the November 2026 Teacher of the Month.

Ms. Stewart has been a proud member of the Discovery Elementary family since 2014. Over the years, she has taught several grade levels, including first, second, third, and fifth grade, and has made a lasting impact on students, families, and colleagues alike. Known for her soft voice, beautiful smile, positive spirit and willingness to help wherever needed.

Ms. Stewart has served in many important roles, including Title I Liaison, Yearbook Coordinator, Team Leader, Student Teacher Support Coordinator, and After Care Teacher. She is a wife, mother, daughter, dedicated educator, a supportive teammate, and a true champion for Discovery Elementary and Broward County Public Schools.

Teacher of the Month – November 2026
Franklin Academy – Annabel Alonso Ng

Franklin Academy proudly nominates Annabel Alonso Ng as the November 2026 Teacher of the Month.

Ms. Alonso is an exceptional educator whose passion for science, dedication to her students, and genuine love for teaching shine through in everything she does. She creates a nurturing, engaging classroom environment where curiosity is encouraged, questions are welcomed, and students are inspired to explore the world around them. Her ability to make science meaningful, exciting, and accessible fosters a genuine love of learning while helping students develop the critical thinking and problem-solving skills they need to succeed. Her students consistently demonstrate outstanding performance on end-of-year Science assessments, reflecting her commitment to academic excellence and the high expectations she sets for every learner. Through her instruction, she also ensures that students enter our Middle Years Programme well prepared for the rigor of advanced science courses.

Beyond her academic impact, Ms. Alonso’s nurturing nature, compassion, and unwavering dedication make her a truly special educator. She builds meaningful relationships with her students, celebrates their growth, and creates a classroom community where every child feels supported, valued, and capable of success. Her commitment to both the academic and personal growth of her students makes her an invaluable member of our Franklin Academy family.

Ms. Alonso exemplifies the very best of education through her expertise, her heart, and her dedication to helping every student reach their full potential. We are incredibly proud to nominate her and believe she truly deserves this recognition.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.D. **C #:**

ITEM TITLE:

Proclamation proclaiming the Month of November 2026 as Juvenile Diabetes Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

Juvenile Diabetes Awareness Month

Whereas, diabetes is a chronic disease that affects how the body turns food into energy, and it continues to be one of the most prevalent health challenges in the United States, impacting millions of Americans of all ages, backgrounds, and walks of life; and

Whereas, Type 1 diabetes, also known as juvenile diabetes, is an autoimmune condition in which the body's immune system attacks and destroys the insulin-producing cells in the pancreas, requiring lifelong insulin therapy and careful daily management; and

Whereas, unlike Type 2 diabetes, Type 1 diabetes is not preventable and often develops suddenly, most commonly in children and young adults, though it can occur at any age; and

Whereas, according to the Centers for Disease Control and Prevention (CDC), approximately 364,000 children and adolescents under the age of 20 in the United States are living with diagnosed diabetes, including an estimated 314,000 with Type 1 diabetes, underscoring the importance of continued awareness, education, early detection, and access to quality care; and

Whereas, managing juvenile diabetes requires constant monitoring of blood glucose levels, balancing food intake and physical activity, and administering insulin placing a significant emotional and financial burden on affected individuals and their families; and

Whereas, research continues to advance treatments and technologies that improve quality of life for those living with Type 1 diabetes, while organizations such as the Juvenile Diabetes Research Foundation (JDRF) work tirelessly toward prevention, improved management, and ultimately a cure; and

Whereas, Juvenile Diabetes Awareness Month provides an opportunity to raise public understanding of Type 1 diabetes, promote early detection of symptoms, and recognize the strength and resilience of children, teens, and families managing this condition every day; and

Whereas, the City of Sunrise commends the healthcare professionals, educators, advocates, and community organizations dedicated to supporting those affected by juvenile diabetes through awareness, research, and compassionate care; and

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the month of November 2026 as **Juvenile Diabetes Awareness Month** in the City of Sunrise.



Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.E. **C #:**

ITEM TITLE:
Proclamation proclaiming the Month of November 2026 as Native American Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

Native American Heritage Month

WHEREAS, in 1990 President George H. W. Bush approved a joint resolution designating November 1990 "National American Indian Heritage Month." Similar proclamations, under variants on the name (including "Native American Heritage Month" and "National American Indian and Alaska Native Heritage Month") have been issued each year since 1994; and

WHEREAS, Native American Heritage Month is observed each November to honor the rich histories, diverse cultures, and important contributions of Native peoples, who were the first inhabitants of the United States and whose traditions and values continue to influence our nation today; and

WHEREAS, Florida is home to several Native American tribes, including the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida, whose histories, languages, and customs remain integral to our state's cultural heritage; and

WHEREAS, Native Americans have made invaluable contributions to the arts, sciences, agriculture, public service, and military, and continue to play a vital role in shaping the social, cultural, and economic fabric of our communities; and

WHEREAS, this month serves as an opportunity to reflect upon the enduring strength, resilience, and sovereignty of Native Nations, as well as to recognize the injustices they have faced and the importance of preserving and celebrating their enduring legacies; and

WHEREAS, the City of Sunrise proudly joins communities across the nation in paying tribute to the wisdom, achievements, and traditions of Native peoples, and in reaffirming our commitment to fostering respect, understanding, and partnership among all cultures.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim the month of November 2026 as: **Native American Heritage Month** in the City of Sunrise and encourage all to learn more about Native American history and to celebrate the many ways Native peoples have enriched our nation's past and continue to shape its future.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.F. **C #:**

ITEM TITLE:
Proclamation proclaiming November 28th, 2026 as Small Business Saturday in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

SMALL BUSINESS SATURDAY®

Whereas, the City of Sunrise, Florida, proudly celebrates our local small businesses and recognizes their invaluable contributions to our local economy and community; and according to the United States Small Business Administration, there are approximately 36.2 million small businesses nationwide, representing 99.7% of all firms with paid employees, accounting for approximately 60% of net new jobs created between 1995 and 2024, and employing 45.9% of the nation's private-sector workforce; and

Whereas, Small Business Saturday® was founded by American Express in 2010 and is celebrated each year on the Saturday after Thanksgiving to encourage residents across the country to support local merchants and small business owners; and

Whereas, according to American Express, consumers across the United States have reported spending an estimated $241 billion at small businesses on Small Business Saturday since tracking began in 2012, demonstrating the significant economic impact of supporting independently owned businesses and the vital role they play in strengthening local economies and communities; and

Whereas, small businesses are the heart of our community, reflecting the entrepreneurial spirit, diversity, and dedication of local business owners who invest in our neighborhoods, support community initiatives, and help make the City of Sunrise a vibrant place to live, work, shop, and thrive; and

Whereas, the City of Sunrise proudly supports its local businesses, recognizing their essential role in creating employment opportunities, stimulating economic growth, strengthening neighborhoods, and enhancing the overall quality of life for our residents; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday®.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commission hereby proclaim Saturday, November 28th, 2026 as **Small Business Saturday®** in the City of Sunrise and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Danielle Lima, Economic Development Director
City Manager's Office

ITEM #: 6.G. **C #:**

ITEM TITLE:
Presentation to the winners of the 2026 Business Spotlight Awards.

BACKGROUND INFORMATION:
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 the general parameters of this program on February 24, 2026.

The Business Spotlight Awards 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. This year, we received a total of 66 nominations. In collaboration with the Small Business, Sustainability, and Economic Development Advisory Boards, each board selected one winner for their respective award category.

The 2026 Business Spotlight Award Winners are:

Economic Impact Award: Pro Kitchen Hub
Small Business of the Year: Salsa Ninja Dance Studio
Community Champion Award: IKEA

Each winner will receive a one-minute video highlighting their business and sharing why they choose to operate in Sunrise and a plaque that they can display at there business. The videos will be played during the Award recognition, 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.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Business Spotlight Awards Program



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

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Jami Ketchup, Director of Human Resources
Human Resources Department

ITEM #: 6.H. **C #:**

ITEM TITLE:
Presentation of the Outstanding Performance Award for October 2026 to Susan Olson, Sr. Payroll Specialist.

BACKGROUND INFORMATION:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for October 2026:

Susan Olson - Sr. Payroll Specialist - Finance and Administrative Services Department

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

FUNDING INFORMATION:
001.16.10.513.504907 - Employee Appreciation

$50.00

ATTACHMENTS:
OPA October 2026 - Susan Olson



NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: SUSAN OLSON

Job Title: SR PAYROLL SPECIALIST

Department/Division: FIN & ADMIN SVCS

I hereby nominate SUSAN OLSON **for the Outstanding Performance Award for the reasonsstated below:**

SUSAN HAS BEEN PART OF THE CITY'S PAYROLL TEAM SINCE 2019. IN ADDITION TO REVIEWING TIME CLOCK ENTRIES AND SPECIAL PAY INFORMATION FOR THE BI-WEEKLY PAYROLL, SUSAN MAKES HERSELF AVAILABLE TO ASSIST FELLOW EMPLOYEES WHEN QUESTIONS ARISE ON THE PAYROLL PROCESS OR PAYROLL CALCULATIONS.

SUSAN RECEIVED A KUDOS RECOGNITION FROM AN EMPLOYEE IN ANOTHER DEPARTMENT STATING THAT SUSAN ALWAYS TAKES THE TIME TO LISTEN, EXPLAIN PROCESSES CLEARLY AND OFFER HELP WHENEVER NEEDED. SHE STATED SUSAN IS PATIENT AND WILLING TO ASSIST AND DEMONSTRATES A POSITIVE AND SUPPORTIVE ATTITUDE TO OTHERS.

FOR THESE REASONS, I AM PROUD TO NOMINATE SUSAN OLSON FOR THE OUTSTANDING PEFORMANCE AWARD. SUSAN PROVIDES EXCELLENT CUSTOMER SERVICE TO SO MANY EMPLOYEES AND RETIREES OF THE CITY. THIS IS NOT JUST ABOUT ONE KUDOS RECOGNITIOIN, BUT TO RECOGNIZE AN EMPLOYEE WHO DOES A GREAT JOB YEAR-ROUND.

SUSAN NABORS — 8/25/26

Name and Signature of Nominator — **Date**

SUSAN NABORS — 8/25/26

Name and Signature of Director — **Date**

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Jami Ketchup, Director of Human Resources
Human Resources Department

ITEM #: 6.I. **C #:**

ITEM TITLE:
Presentation of the Quarterly Award of Excellence to Matthew Barton, Utility Finance Manager.

BACKGROUND INFORMATION:
The City is recognizing employees that go above and beyond the call of duty, provided excellent customer service, volunteered their time to our community, or otherwise added value to our organization that is worth recognizing! This program is a quarterly Award of Excellence, which recognizes and rewards employees who are outstanding contributors to the organization who are not eligible to participate in any of the other monthly award programs. The Committee reviewed all nominations and they have selected the following employee to receive the quarterly Award of Excellence:

Matthew Barton - October 2026

The employee will be presented with a certificate of recognition during the City Commission meeting and they will also receive a $50.00 American Express gift card.

FUNDING INFORMATION:
001.16.10.513.504907 - Employee Appreciation

$50.00 gift card

ATTACHMENTS:
AOE October 2026 - Matthew Barton

NOMINATION FOR AWARD OF EXCELLENCE

The Award of Excellence Program provides an opportunity to honor employees who are outstanding contributors to the organization and are not eligible to participate in the monthly Outstanding Performance Award Program

Employee Name: Matthew Barton

Job Title: Assistant Utility Finance Manager

Department/Division: Finance - Public Service

I hereby nominate Matthew Barton **for the Award of Excellence for the reasons stated below:**

I would like to nominate Matthew Barton for the Award of Excellence. Matt's consistently brings strong expertise, clear communication, and a steady, solutions-focused mindset to everything he works on. He reliably delivers high quality results, often catching issues early and offering process improvements that make our processes smoother and more efficient.

Matt is approachable, thoughtful, and genuinely invested in helping the team succeed. His willingness to step in, share knowledge, and stay focused on what is best for the organization makes a noticeable difference in our daily work. His overall professionalism, integrity, and consistent performance is the reason why he is being nominated for this award.

Hayley P Benedict — 8/4/26

Name and Signature of Nominator — **Date**

Susan Nabors, Utilities — 8/5/26

Name and Signature of Director — **Date**

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Felicia M. Bravo, City Clerk
City Clerk's Office

ITEM #: 7.A. **C #:** 26301

ITEM TITLE:
A Proclamation of the City of Sunrise, Florida, selecting a Deputy Mayor and Assistant Deputy Mayor for the period commencing November 10, 2026, in accordance with Section 2-16 of the City Code; and providing for an effective date.

BACKGROUND INFORMATION:
City Code Section 2-16 provides for a seat-order rotational method of selection for the Deputy Mayor and Assistant Deputy Mayor. This rotation moves Seat A, held by Assistant Deputy Mayor Latoya S. Clarke, to Deputy Mayor and Seat B, held by Commissioner Joseph A. Scuotto, to Assistant Deputy Mayor.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Proclamation - C26301

SUNRISE, FLORIDA

PROCLAMATION

A PROCLAMATION OF THE CITY OF SUNRISE, FLORIDA, SELECTING THE DEPUTY MAYOR AND THE ASSISTANT DEPUTY MAYOR FOR THE PERIOD COMMENCING NOVEMBER 10, 2026, IN ACCORDANCE WITH SECTION 2-16 OF THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Honorable Jacqueline A. Guzman served as Deputy Mayor admirably and with distinction since November 2025; and

WHEREAS, the Honorable Latoya S. Clarke served as Assistant Deputy Mayor admirably and with distinction since November 2025; and

WHEREAS, Section 2-16 of the Code of the City of Sunrise, Florida, provides for a rotational method of selection for the Deputy Mayor and the Assistant Deputy Mayor; and

WHEREAS, pursuant to Section 2-16 of the City Code, Seat A Commissioner Latoya S. Clarke is hereby selected as the Deputy Mayor, and Seat B Commissioner Joseph A. Scuotto is hereby selected as the Assistant Deputy Mayor. These selections shall remain in effect until the next organizational meeting unless further action by the City Commission in accordance with Section 2-16 of the City Code is required.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE FLORIDA, THIS _____ DAY OF _____, 2026.

_____
Mayor Michael J. Ryan

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 12.A. **C #:** 26277

ITEM TITLE:
Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/27/2026, Passed 4-0 Guzman Absent)

BACKGROUND INFORMATION:
This item amends the FY 2025/2026 Budget as follows:

General Fund 001
A: This item recognizes a transfer in the amount of $950,000 from the contingency account within the General Fund (001) and allocates funds in the amount of $100,000 to the appropriate account in the Police Department to support the department's leave payout expenses due to unexpected staffing changes throughout the year and allocates funds in the amount of $850,000 to the appropriate account in the Fire Rescue Department to support the department's overtime expenses.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26277
Exhibit A
Legal Ad

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Fiscal Year 2025/2026 Budget Ordinance No. 720 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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

PASSED AND ADOPTED upon this first reading this 27TH DAY OF OCTOBER, 2026.

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:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	ABSENT	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
		TOTAL FUND REVENUES	**186,848,900**	**200,530,000**	**0**	**0**	**200,530,000**
	EXPENDITURES						
A	49.60.519.509900	CONTINGENCY	1,000,000	1,000,000		950,000	50,000
A	21.12.521.501701	SICK LEAVE PAY-OUT	93,720	93,720	100,000	0	193,720
A	23.21.522.501401	OVERTIME-TIME AND A HALF	395,960	395,960	850,000	0	1,245,960
		TOTAL FUND EXPENDITURES	**186,848,900**	**200,530,000**	**950,000**	**950,000**	**200,530,000**

SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

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State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 31 Oct 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Sworn to and subscribed before me this: 31 Oct 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

175904

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following ordinance(s) will be presented to the City Commission, City of Sunrise, Florida on:

November 10, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Interested persons may appear at the meeting and be heard with respect to the proposed ordinance(s).

The resolution(s) and/or ordinance(s) will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be inspected by the public Monday through Friday, 9:00 a.m. to 5:00 p.m.

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.

C26277

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C26280

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2026/2027 BUDGET ORDINANCE NO. 728; AMENDING THE GENERAL FUND (001), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting in person or by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at
https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S.

175904

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 November 10, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

10/31/26 175904

175904

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 12.B. **C #:** 26280

ITEM TITLE:
Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2026/2027 Budget Ordinance No. 728; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/27/2026, Passed 4-0 Guzman Absent).

BACKGROUND INFORMATION:
This item amends the FY 2026/2027 Budget as follows:

General Fund 001
A: This item recognizes an appropriation of fund balance in the amount of $2,600,000 and transfers the funds to the appropriate account to support the purchase of the Racetrac Parcel (Parcel #494127330012) related to the Enspire Economic Development project, as presented during the September 8, 2026 and September 23, 2026 City Commission meetings.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26280
Exhibit A
Legal Ad

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2026/2027 BUDGET ORDINANCE NO. 728; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Fiscal Year 2026/2027 Budget Ordinance No. 728 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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

PASSED AND ADOPTED upon this first reading this 27TH DAY OF OCTOBER, 2026.

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:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	ABSENT	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	497,650	497,650	2,600,000	0	3,097,650
		TOTAL FUND REVENUES	**186,602,980**	**186,602,980**	**2,600,000**	**0**	**189,202,980**
	EXPENDITURES						
A	49.60.519.506100	LAND PURCHASE	0	0	2,600,000	0	2,600,000
		TOTAL FUND EXPENDITURES	**186,602,980**	**186,602,980**	**2,600,000**	**0**	**189,202,980**

SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Bill To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 31 Oct 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
_____
Signature of Affiant

Sworn to and subscribed before me this: 31 Oct 2026.

LeAnne Rollins
_____
Signature of Notary Public



_____
Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

175904

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following ordinance(s) will be presented to the City Commission, City of Sunrise, Florida on:

November 10, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Interested persons may appear at the meeting and be heard with respect to the proposed ordinance(s).

The resolution(s) and/or ordinance(s) will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be inspected by the public Monday through Friday, 9:00 a.m. to 5:00 p.m.

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.

C26277

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C26280

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2026/2027 BUDGET ORDINANCE NO. 728; AMENDING THE GENERAL FUND (001), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting in person or by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at
https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S.

175904

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 November 10, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

10/31/26 175904

175904

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Shannon Ley, Director of Community Development
Community Development Department

ITEM #: 12.C. **C #:** 26285

ITEM TITLE:

First Reading of an Ordinance of the City of Sunrise, Florida, approving a Uniform Signage Plan for the Broward Health Sunrise Freestanding Emergency Department; providing for conflict; providing for severability; and providing an effective date.

BACKGROUND INFORMATION:

This is an application for a Uniform Signage Plan for the Broward Health Sunrise Freestanding Emergency Department. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

Proposed signage in the Uniform Signage Plan includes:

- Directional signage providing arrows and labels identifying the emergency entrance, ambulance entrance and parking areas.
- Wall-mounted signage on the south facade displaying the Broward Health logo specifying its Sunrise location ("Broward Health Sunrise ER").
- Wall signs at the canopies of the two primary drop-off areas distinguishing the visitor entrance from the ambulance-only entrance.
- Monument signage along Oakland Park Boulevard displaying the Broward Health branding, facility name and address.

The signs included in the proposed plan require separate building permits.

Staff completed an open building permit and code violation search. There are no City code violations and one open building permit.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, Staff recommends approval of this application.

Should you have any questions please contact Matt Goldstein, Planning and Zoning Manager, at (954) 746-3291.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26285
Exhibit A - Broward Health - Uniform Signage Plan
Letter of Intent

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A UNIFORM SIGNAGE PLAN FOR THE BROWARD HEALTH SUNRISE FREESTANDING EMERGENCY DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Broward Hospital District d/b/a Broward Health has submitted a Uniform Signage Plan to establish special features, design characteristics, size, location and number of signs for the Broward Health Sunrise Freestanding Emergency Department, generally located north of West Oakland Park Boulevard and west of NW 90 Terrance; and

WHEREAS, on August 8, 2023, the Sunrise City Commission approved a Rezoning of approximately four (4) acres from B-2 (Community Business District) to B-3 (General Business District) via Ordinance No. 696, a Special Exception Use Permit for a hospital use via Resolution No. 23-116, and a Site Plan via Resolution No. 23-177, for the Broward Health Sunrise Freestanding Emergency Department; and

WHEREAS, the City Commission finds and determines that the Uniform Signage Plan for the Broward Health Sunrise Freestanding Emergency Department will provide project-identification signage, enhance way-finding throughout the property, and enhance the appearance of the site; and

WHEREAS, Section 16-264 of the Code of the City of Sunrise, Florida, requires that amendments to uniform signage plans be approved by Ordinance.

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

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

Section 2. Pursuant to Section 16-264 of the Code of the City of Sunrise, Florida, a Uniform Signage Plan for the Broward Health Sunrise Freestanding Emergency Department is hereby approved and adopted. A copy of the Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2026.

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:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

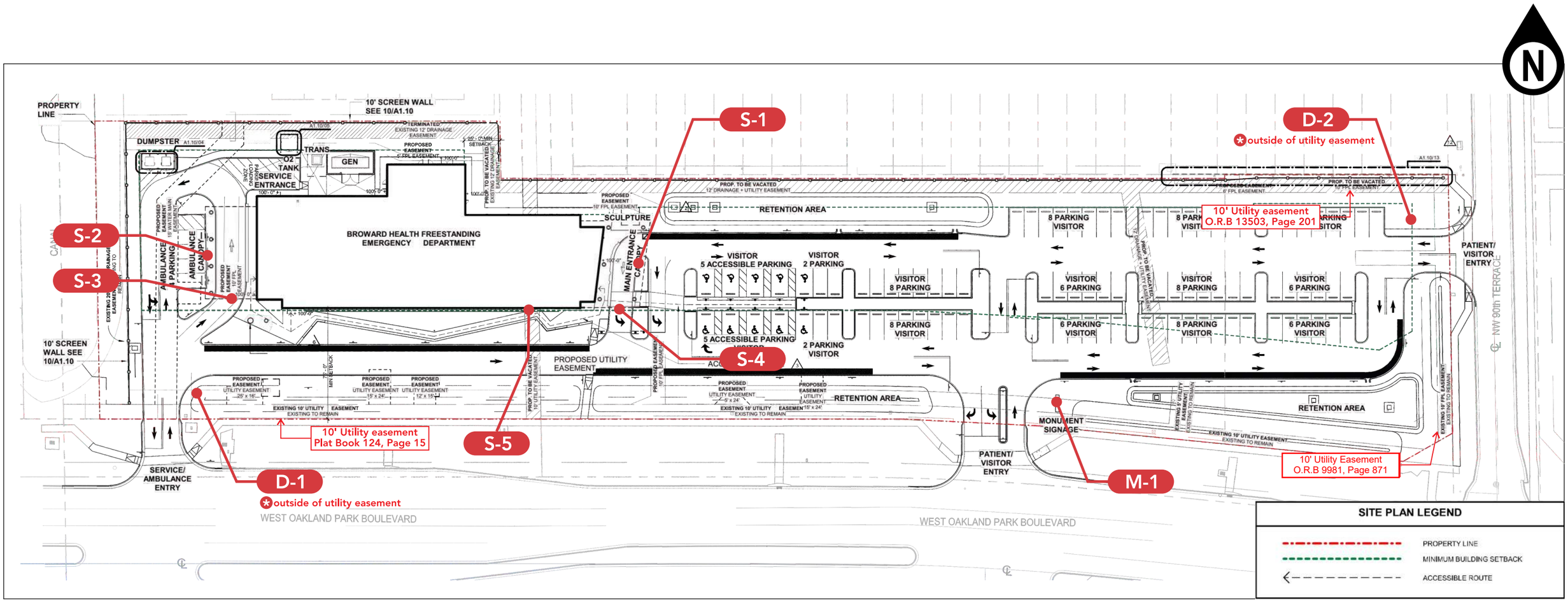
Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Sign Plan: Only signage explicitly indicated on the approved site plan shall be installed.

1. S-1 Face Illuminated Channel Letters 'Emergency' | Shown on pages 19 - 22.
2. S-2 Non-illuminated Channel Letters 'Ambulance' | Shown on pages 6 - 9.
3. S-3 Face Illuminated Channel Letters 'Ambulance' | Shown on pages 23 - 26.
4. S-4 Face Illuminated Channel Letters 'Emergency' | Shown on pages 10 - 13.
5. S-5 Face Illuminated Channel Letters 'Broward Health - Logo' | Shown on pages 14 - 18.
6. M-1 Face Illuminated Channel Letters 'Emergency' | Shown on pages 27 - 30.
7. D-1 Non-illuminated Directional Sign | Shown on pages 2 - 3.
8. D-2 Non-illuminated Directional Sign | Shown on pages 4 - 5.

EXHIBIT A



BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

REVISIONS

Version	Time	Date	Intls.
1-3	3h	10.05.26	ID
4	1.5h	10.08.26	ID

ELECTRICAL NOTES (L.E.D):
ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER 2017 NEC 600.4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19.
ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.
ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION AS PER NEC 600.12(C).
THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

UL LISTED

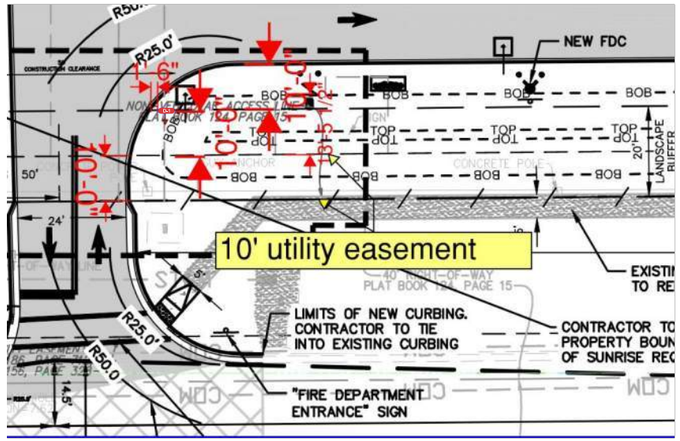
SHEET NO: 1

www.BaronSign.com
Tel: (561)863-7446 Fax: (561)848-2270
17180 Innovation Dr
Jupiter, FL 33478

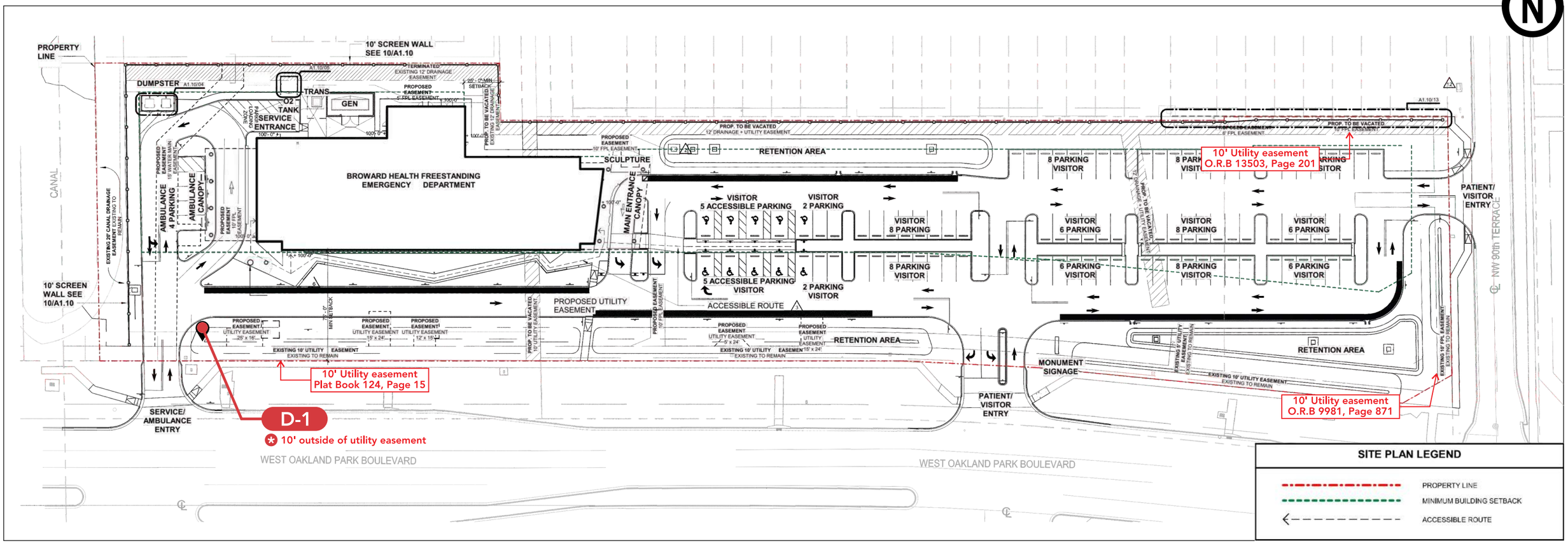
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Sign Plan:

1. D-1 Non-illuminated Directional Sign



D-1 south facing sign.
20' from property line.
18" from west curb.
10' from north curb.
10' outside of 10' utility easement.



SITE PLAN LEGEND

- PROPERTY LINE
- MINIMUM BUILDING SETBACK
- ACCESSIBLE ROUTE

BARON SIGN MANUFACTURING
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Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

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SHEET NO: 2

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D-1 | Non-illuminated Direction Sign

General Specs:

Single-sided directional sign, fabricated with 1/8" thick aluminum faces attached to aluminum frame, painted to match color **C05**.

Aluminum frame fabricated with 3" x 3" x 1/8" tube, painted to match color **C05**.

Changeable panels to be 1/8" thick aluminum, painted to match colors **C02** and **C03**, attached with #8 counter-sunk screws.

EG Reflective media to match **C01**, cut and applied to the first surface.

Sign Face Area: 4.02 Sq. Ft.

QTY (1)

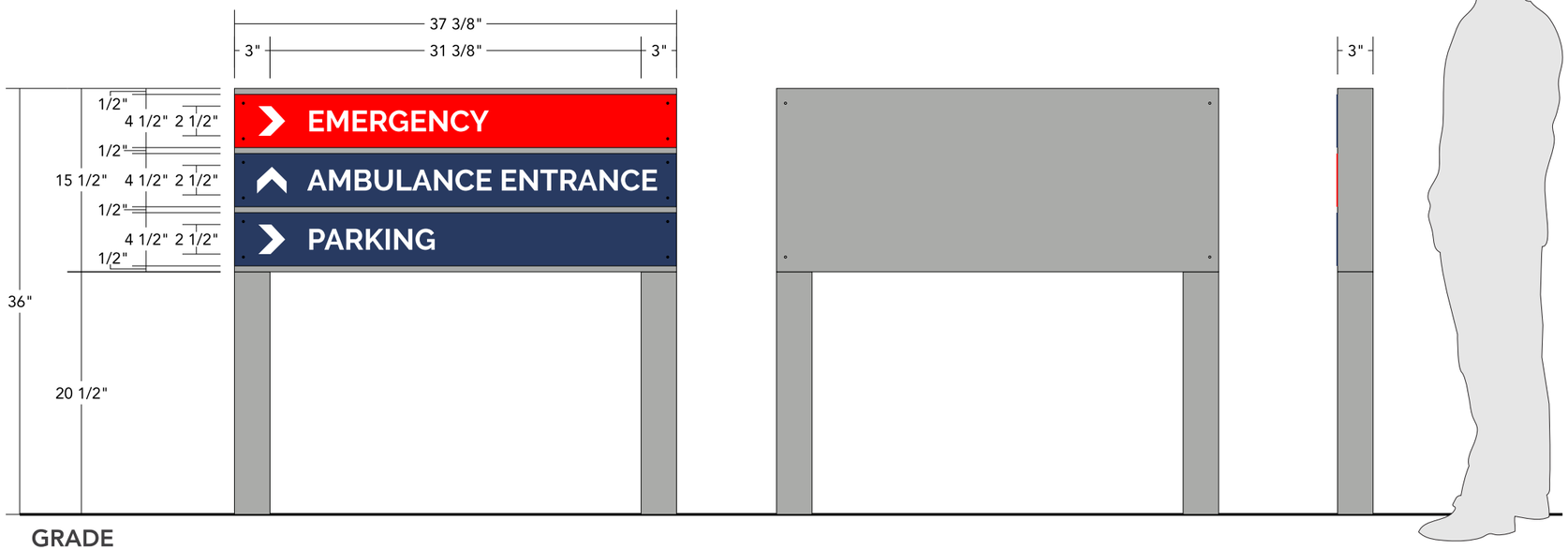
Fonts:

Raleway Semibold
Rozanova GEO

Colors:

- **C01** Pre-Finished White
- **C02** Painted to Match Dark Blue - PMS 281 C
- **C03** Painted to Match Bright Red - N946
- **C04** CMYK Digital Print
- **C05** PMS 429 C

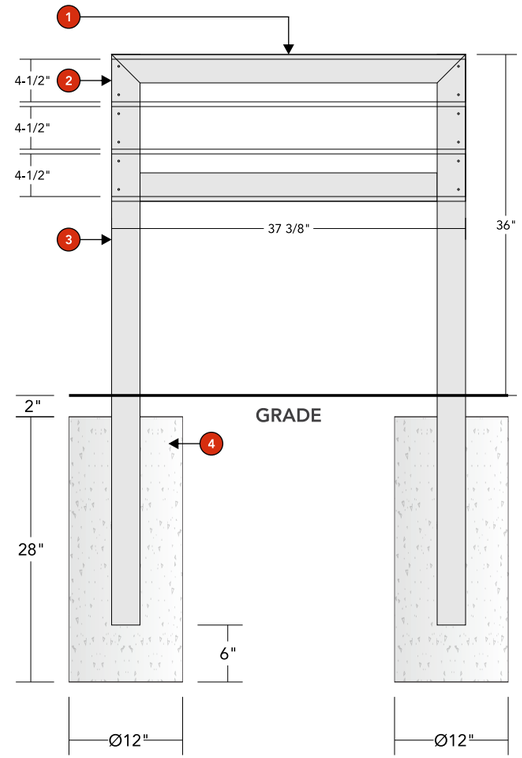
1. 1/8" Thick aluminum faces.
2. 1/8" Thick aluminum panel attached with #8 counter sunk screws to face.
3. MIN. 3" Sq x 0.125"Aluminum posts (6063-T6) Embed to 6" from footer bottom.
4. Concrete footer options (2500 PSI)
   - 12" Dia x 2'- 4" deep [augured]
   - 1'- 6" Sq x 1' - 6" deeo [spread, with (2) #5 bars each way, top + bot]



1 Front View
Scale: 1"=1'-0"

2 Back View
Scale: 1"=1'-0"

3 Side View
Scale: 1"=1'-0"



4 Fabrication
Scale: 3/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

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SHEET NO: 3

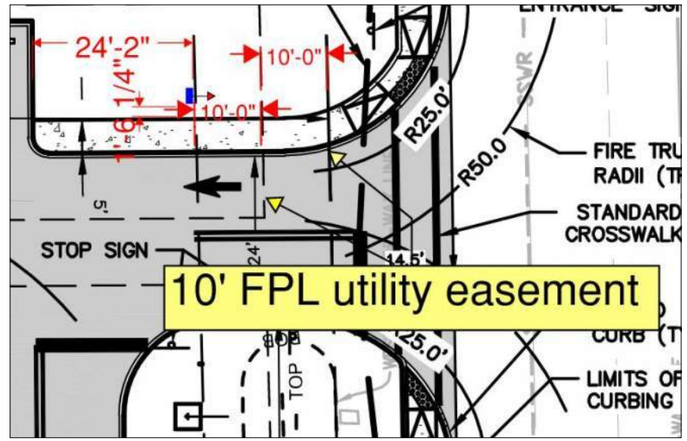
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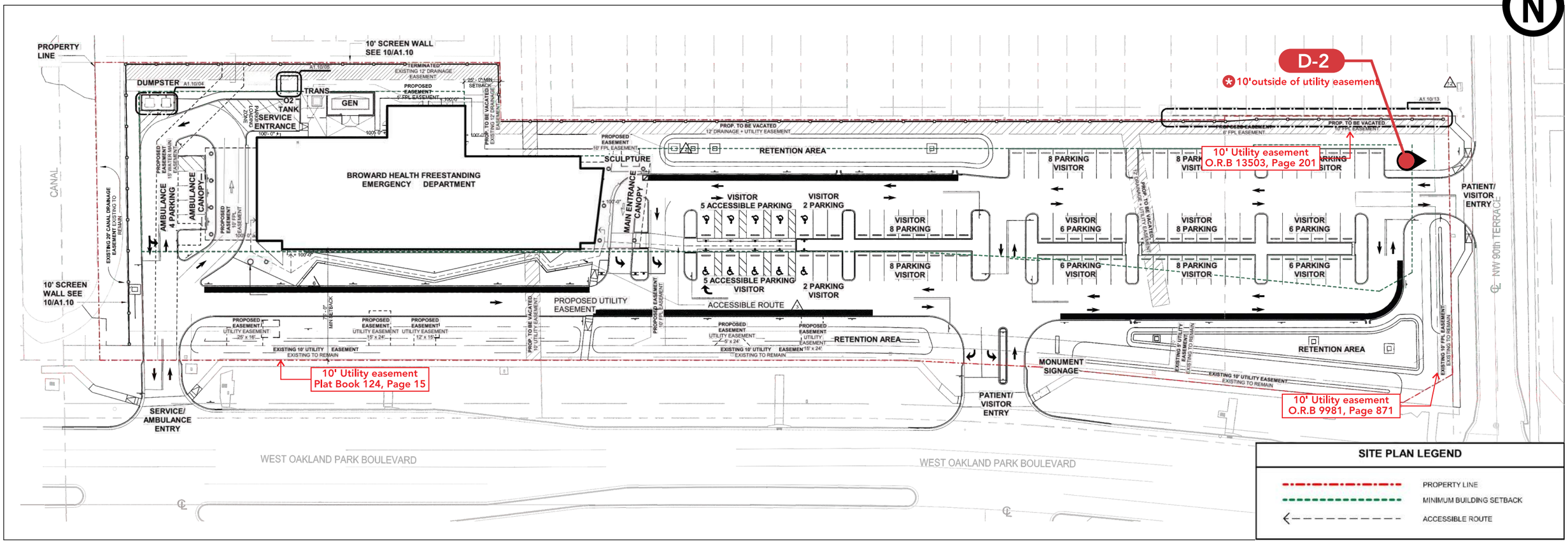
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Sign Plan:

1. D-2 Non-illuminated Directional Sign

D-2 east facing sign.
20' from property line.
18" from south sidewalk.
24'2" from west curb.
10' outside of 10' utility easement.





BARON SIGN MANUFACTURING
Concept to Completion

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UL LISTED

SHEET NO: 4

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General Specs:

Single-sided directional sign, fabricated with 1/8" thick aluminum faces attached to aluminum frame, painted to match color **C05**.

Aluminum frame fabricated with 3" x 3" x 1/8" tube, painted to match color **C05**.

Changeable panels to be 1/8" thick aluminum, painted to match colors **C02** and **C03**, attached with #8 counter-sunk screws.

EG Reflective media to match **C01**, cut and applied to the first surface.

Sign Face Area: 4.02 Sq. Ft.

QTY (1)

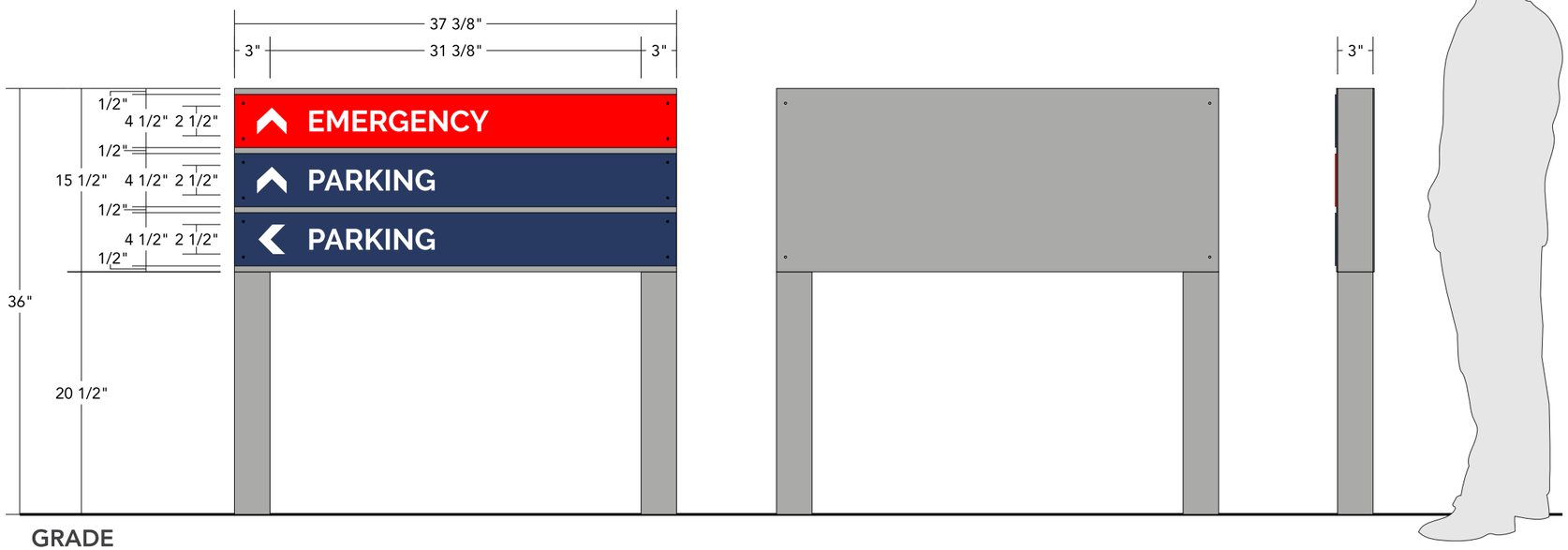
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Rozanova GEO

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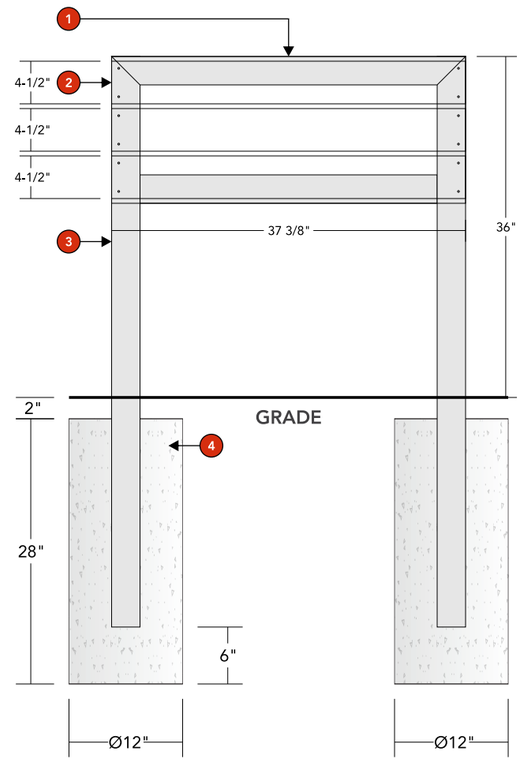
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4. Concrete footer options (2500 PSI)
   - 12" Dia x 2'- 4" deep [augured]
   - 1'- 6" Sq x 1' - 6" deeo [spread, with (2) #5 bars each way, top + bot]



1 Front View
Scale: 1"=1'-0"

2 Back View
Scale: 1"=1'-0"

3 Side View
Scale: 1"=1'-0"



4 Fabrication
Scale: 3/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
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JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

UL LISTED

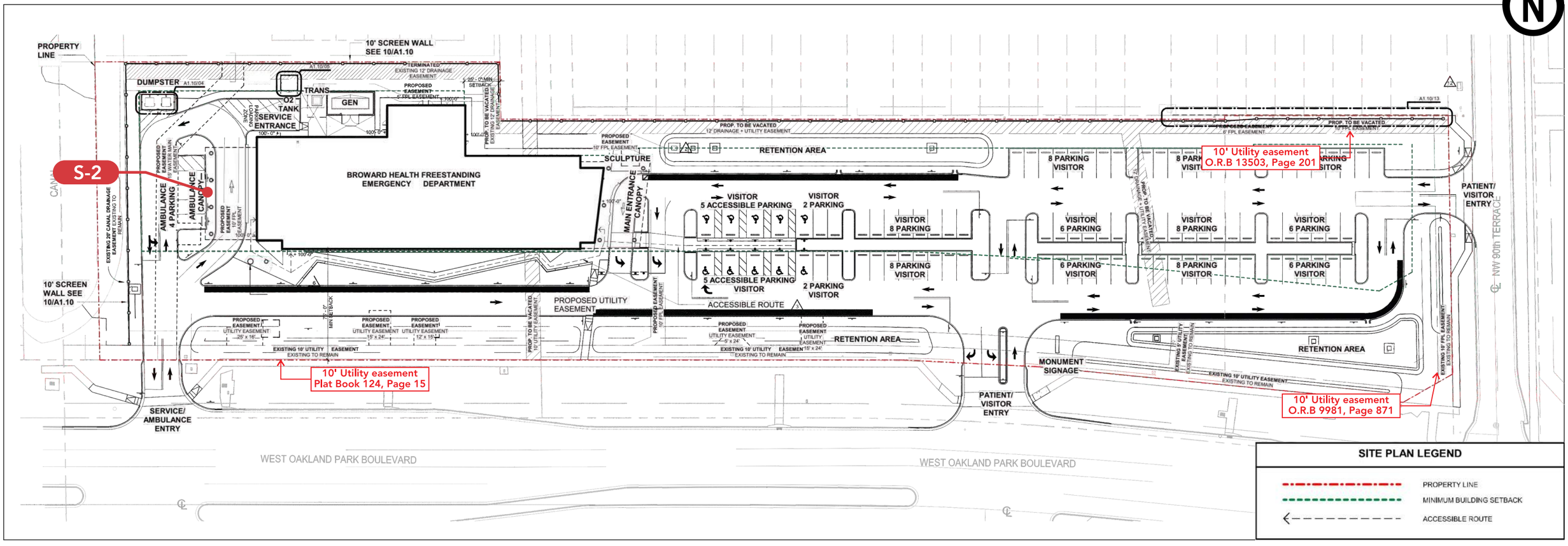
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Sign Plan:

1. S-2 Non-illuminated Channel Letters 'Emergency'



BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

REVISIONS

Version	Time	Date	Intls.
1-3	3h	10.05.26	ID
4	1.5h	10.08.26	ID

ELECTRICAL NOTES (L.E.D):
ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER 2017 NEC 600.4, 600.3 & DESIGNED TO UL 848 PER F.S. 553-19.
ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.
ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION AS PER NEC 600.12(C).
THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

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General Specs:

5" Deep aluminum fabricated, non-illuminated channel letters.
- Red translucent acrylic faces to match color **C01**.
- 1" Trim cap to match color **C01**
- Returns to match color **C02**.

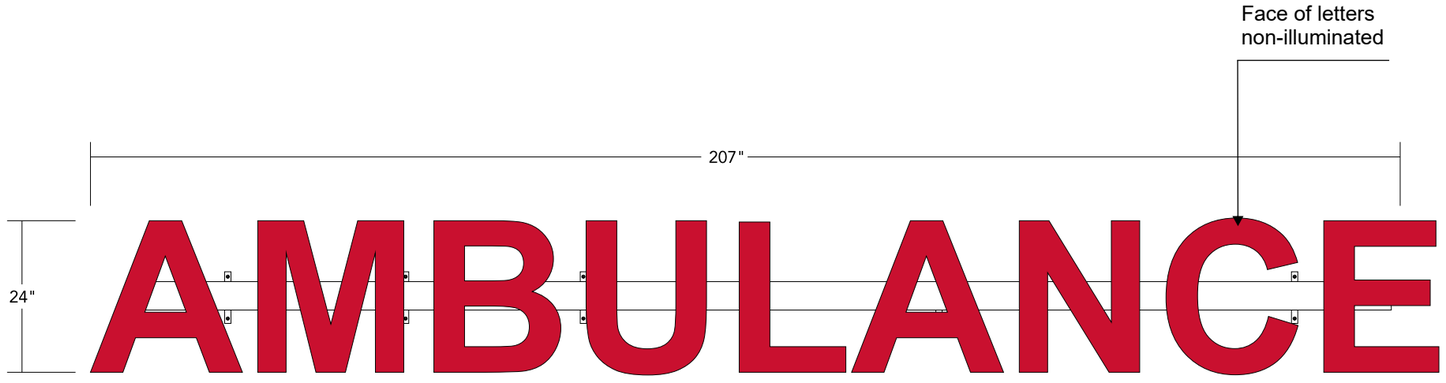
Mounted on EMS 4-1/2" X 4-1/2'" aluminum extruded raceway painted to match **C02**.

Square Footage:
Provided: 34.5 S.F.

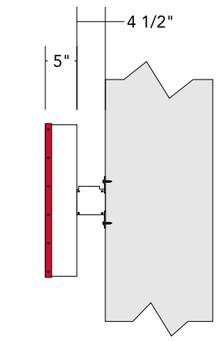
QTY (1) set

Colors:

C01 Red - Pantone 186C
C02 White



1 Front Elevation
Scale: 1/2"=1'-0"



2 End View
Scale: 1/2"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
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JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

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3 | West Elevation - by day
Scale: 1/8"=1'-0"



4 | West Elevation - by night
Scale: 1/8"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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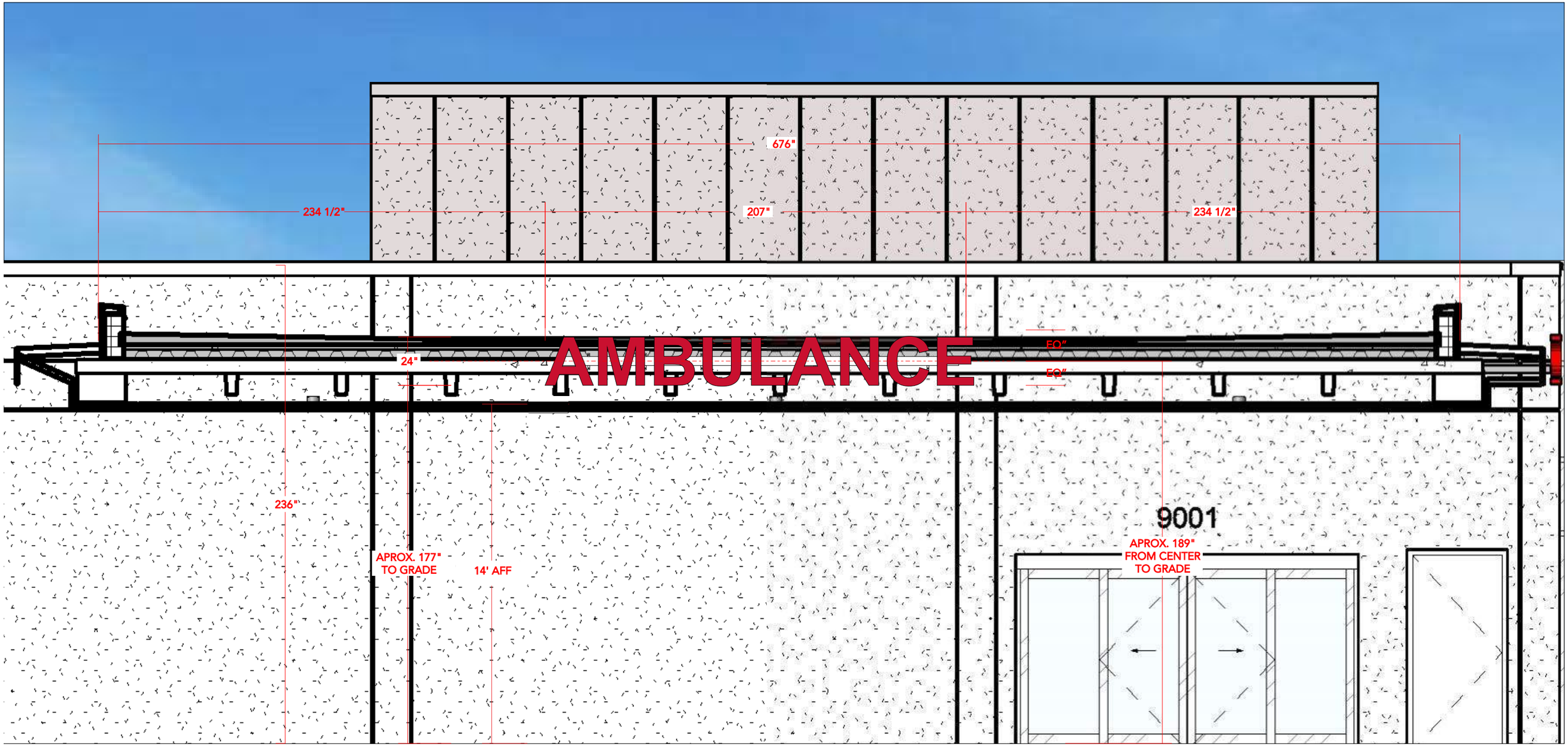
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5 West Elevation - Sign Location

Scale: 1/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

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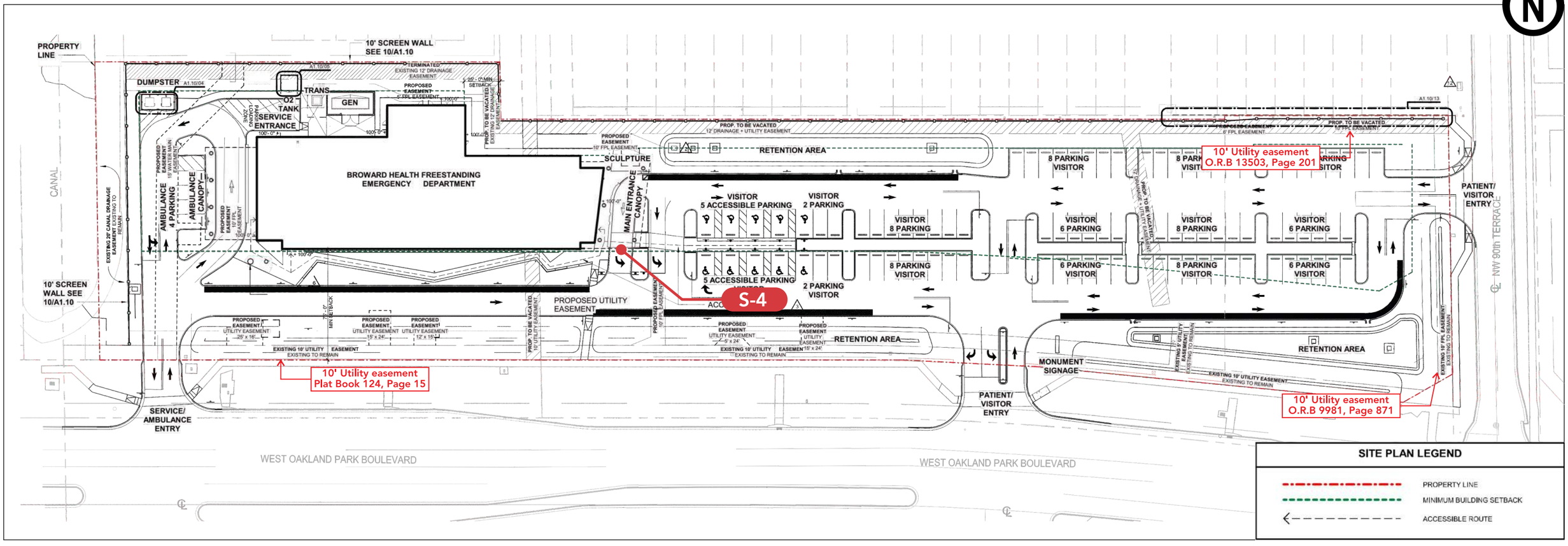
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Sign Plan:

1. S-4 Face Illuminated Channel Letters 'Emergency'



BARON SIGN MANUFACTURING
Concept to Completion

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Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

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General Specs:

5" Deep aluminum fabricated, face-illuminated channel letter.
- Red translucent acrylic faces to match color **C01**.
- 1" Trim cap to match color **C01**
- Returns to match color **C02**.
- Internally-illuminated with red LEDs.

Mounted on EMS 4-1/2" X 4-1/2'" aluminum extruded raceway painted to match **C02**.

Square Footage:
Provided: 33.67 S.F.

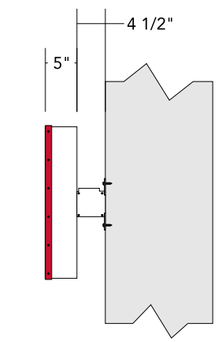
QTY (1) set

Colors:

C01 Red - Pantone 186C
C02 White



1 Front Elevation
Scale: 1/2"=1'-0"



2 End View
Scale: 1/2"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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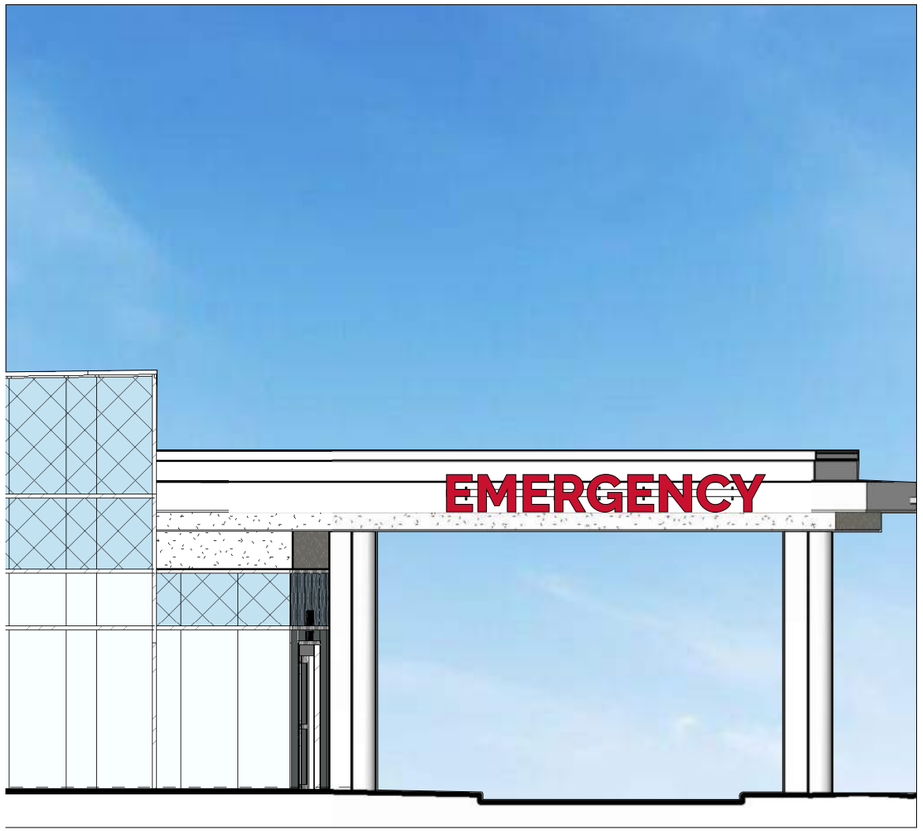
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8 | South Elevation - by day
Scale: 1/8"=1'-0"



9 | South Elevation - by night
Scale: 1/8"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

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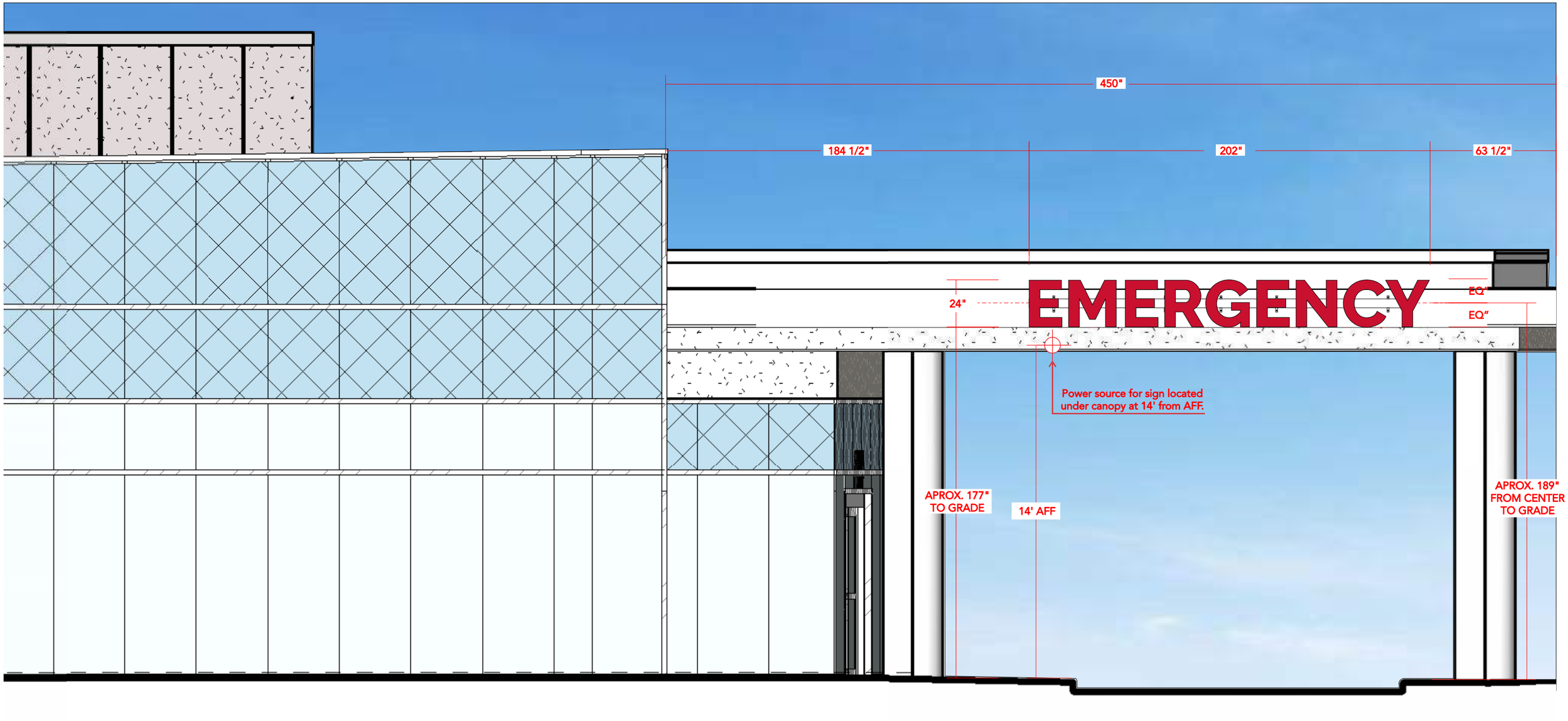
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12 South Elevation - Sign Location

Scale: 1/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

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JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

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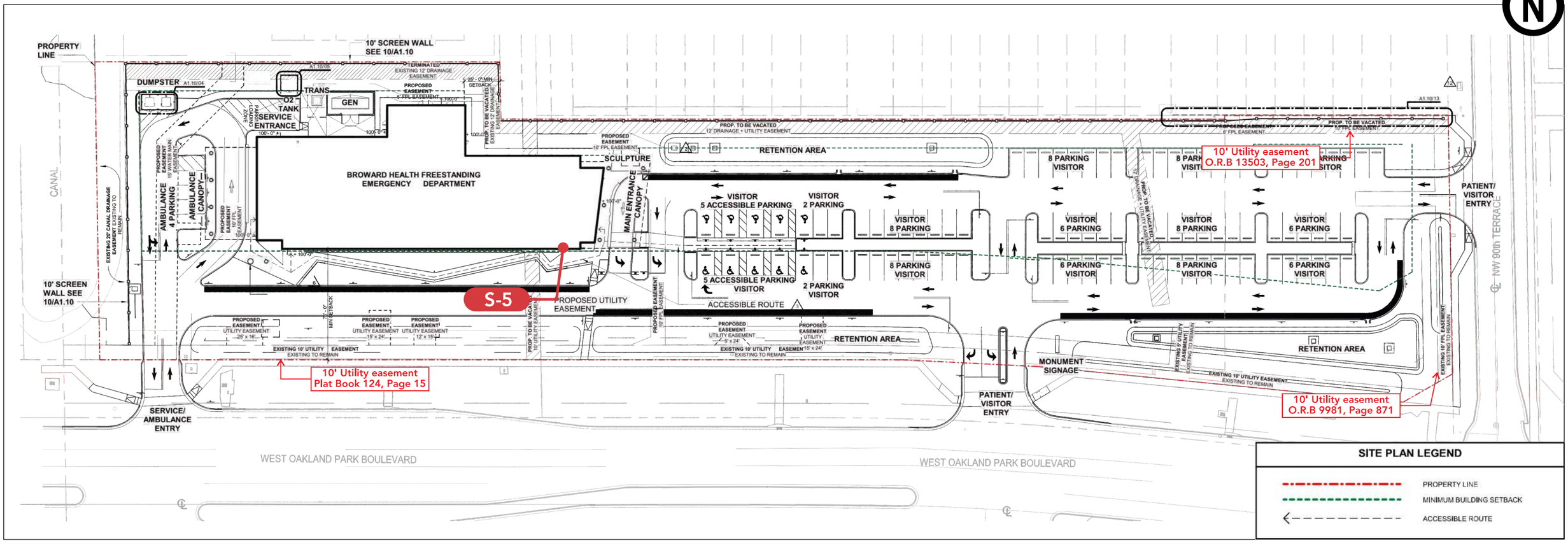
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Sign Plan:

1. S-5 Face Illuminated Channel Letters 'Broward Health - Logo'



BARON SIGN MANUFACTURING
Concept to Completion

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THESE PLANS COMPLY WITH FBC 4505-21.
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General Specs:

1. 5" Deep aluminum fabricated, face-illuminated channel letter. White translucent acrylic face with digitally-printed translucent media to match colors **C03**, **C04**, **C05** and **C06**, applied to first surface.
   - 1" Trim cap to match color **C01**
   - Returns to match color **C01**.
   - Internally-illuminated with white LEDs.
   Flush-mounted to 1/4" thick aluminum backer.

2. 5" Deep aluminum fabricated, face-illuminated channel letter. White translucent acrylic face with digitally-printed translucent media to match color **C03** applied to first surface.
   - 1" Trim cap to match color **C01**.
   - Returns to match color **C01**.
   - Internally-illuminated with white LEDs.
   Flush-mounted to wireway

3. 5" Deep aluminum fabricated, face-illuminated channel letter. White translucent acrylic face with digitally-printed translucent media to match color **C02** applied to first surface.
   - 1" Trim cap to match color **C01**.
   - Returns to match color **C01**.
   - Internally-illuminated with white LEDs.
   Flush-mounted to wireway

4. 1/2" Conduit painted to match glass.

5. 5" Deep aluminum fabricated, face-illuminated channel letter. White translucent acrylic face with digitally-printed translucent media to match color **C04** applied to first surface.
   - 1" Trim cap to match color **C01**.
   - Returns to match color **C01**.
   - Internally-illuminated with white LEDs.
   Flush-mounted to wireway

6. 1/4" thick aluminum backer painted to match color **C01** mounted to open face shoebox

7. Open-face shoebox cabinet made of 2" × 2" × 1/4" aluminum angle (internal) and 3" × 3" × 3/16" aluminum angle (external).

8. Shoebox wireway cabinet made of 2" × 2" × 1/4" aluminum angle (internal) and 3" × 3" × 3/16" aluminum angle (external).

Note:

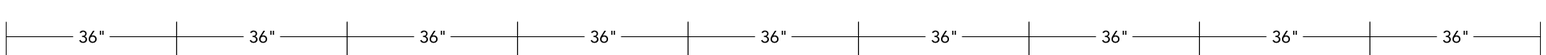
- Wireway color to be selected by others

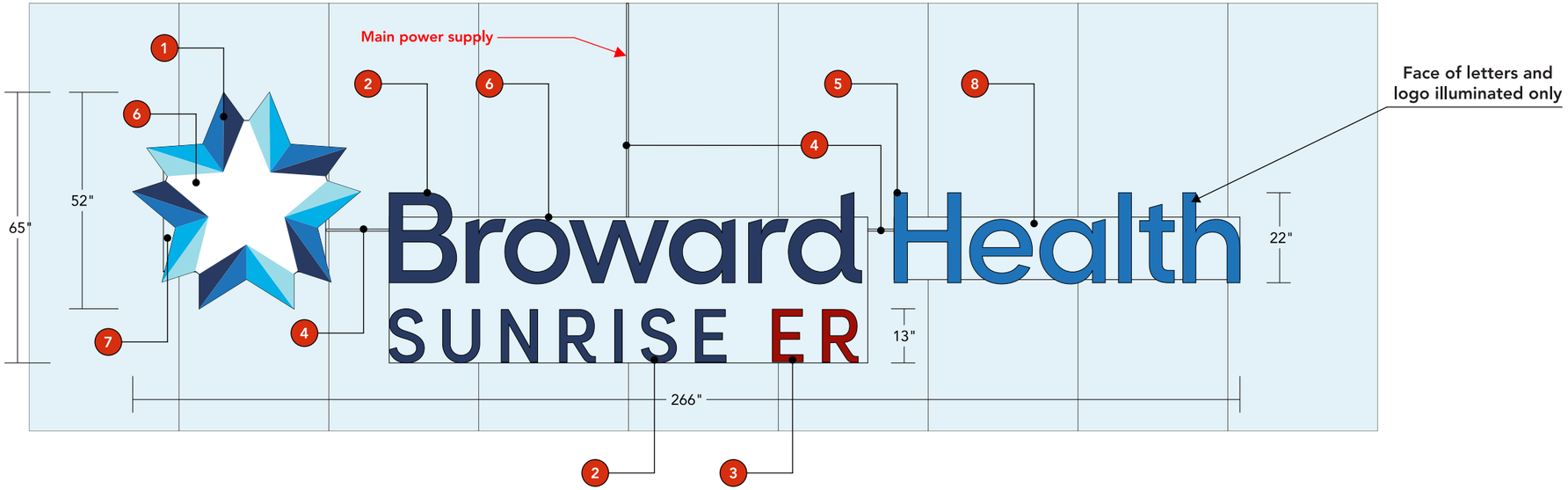
Colors:

- C01 White
- C02 Red - Pantone 186C
- C03 Dark Blue - PMS 281 C
- C04 Sky Blue - PMS 2175 C
- C05 Ocean Blue - PMS 306 C
- C06 Sea Foam Blue - PMS 304 C

Square Footage:
Provided: 120.1 S.F.

QTY (1) set





1 **Front View**
Scale: 3/8"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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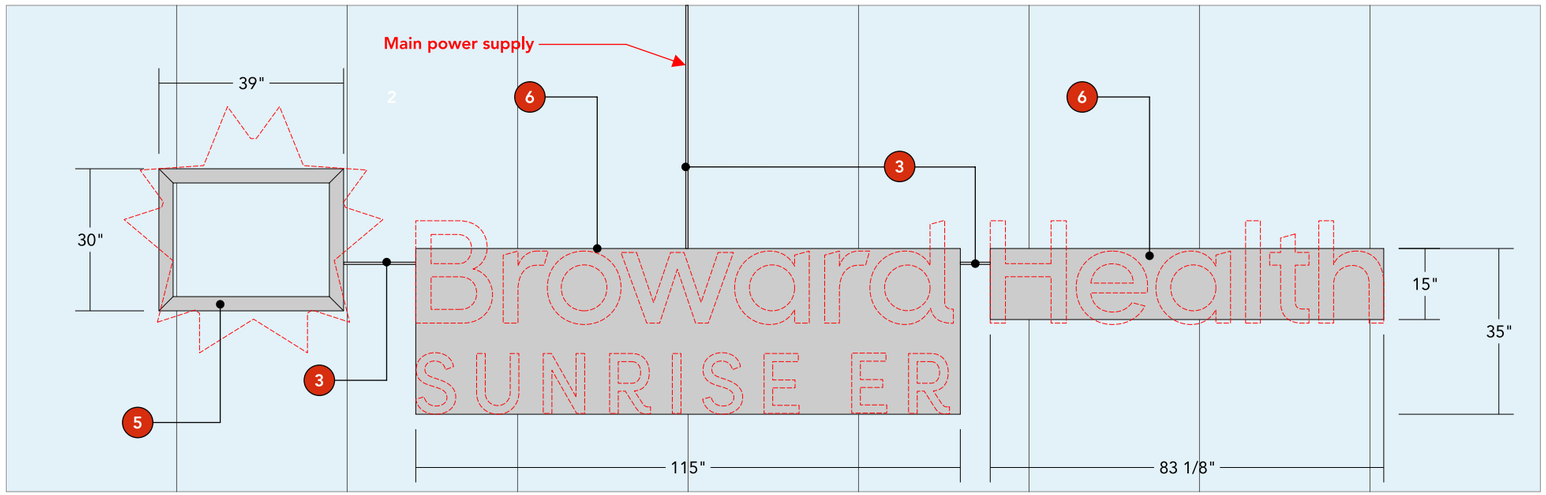
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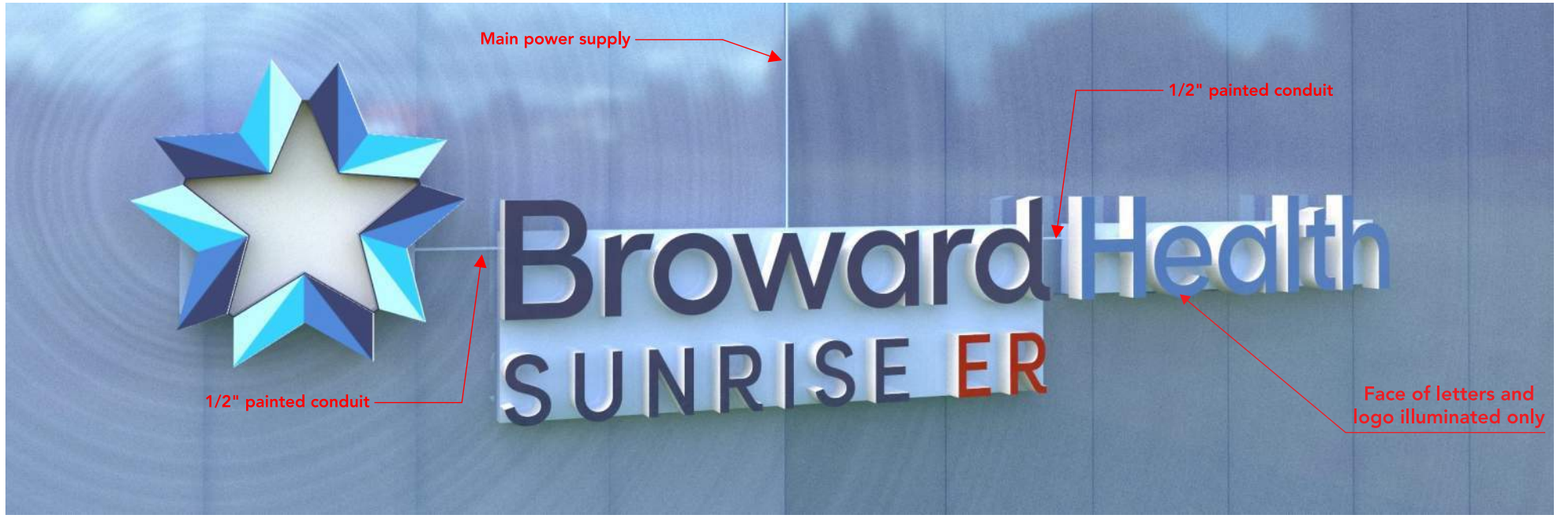
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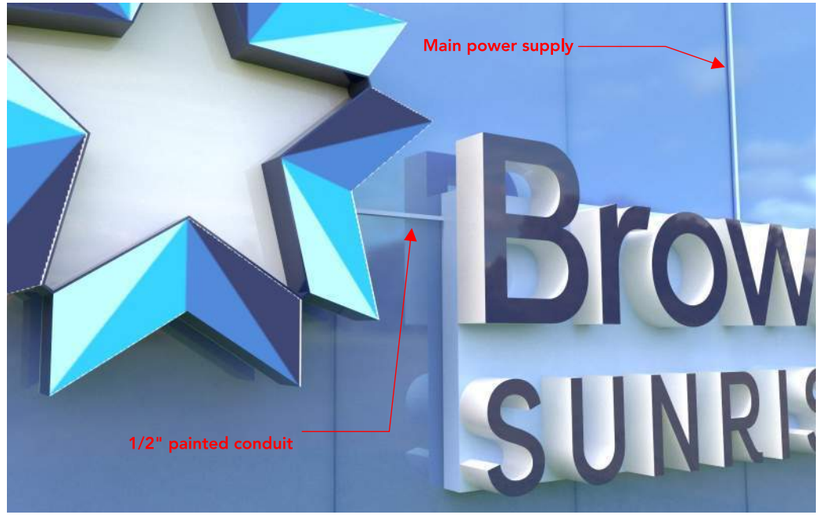
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5 Wireway Detail

Scale: 3/8"=1'-0"





6 Render

Not to Scale

BARON SIGN MANUFACTURING
Concept to Completion

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THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

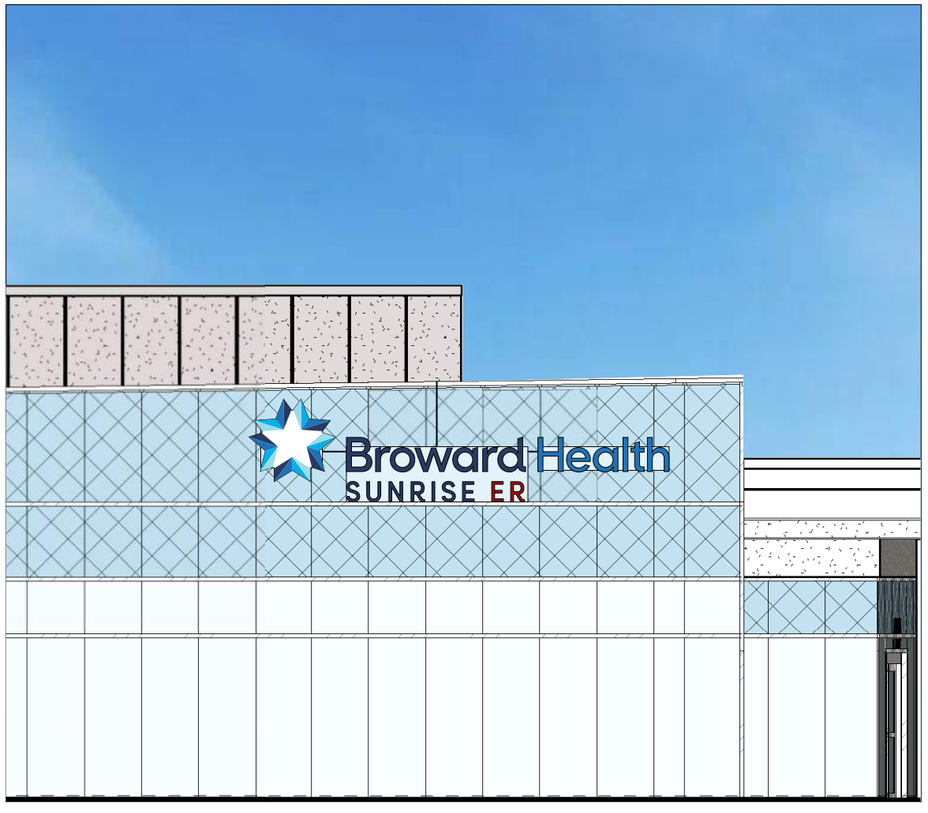
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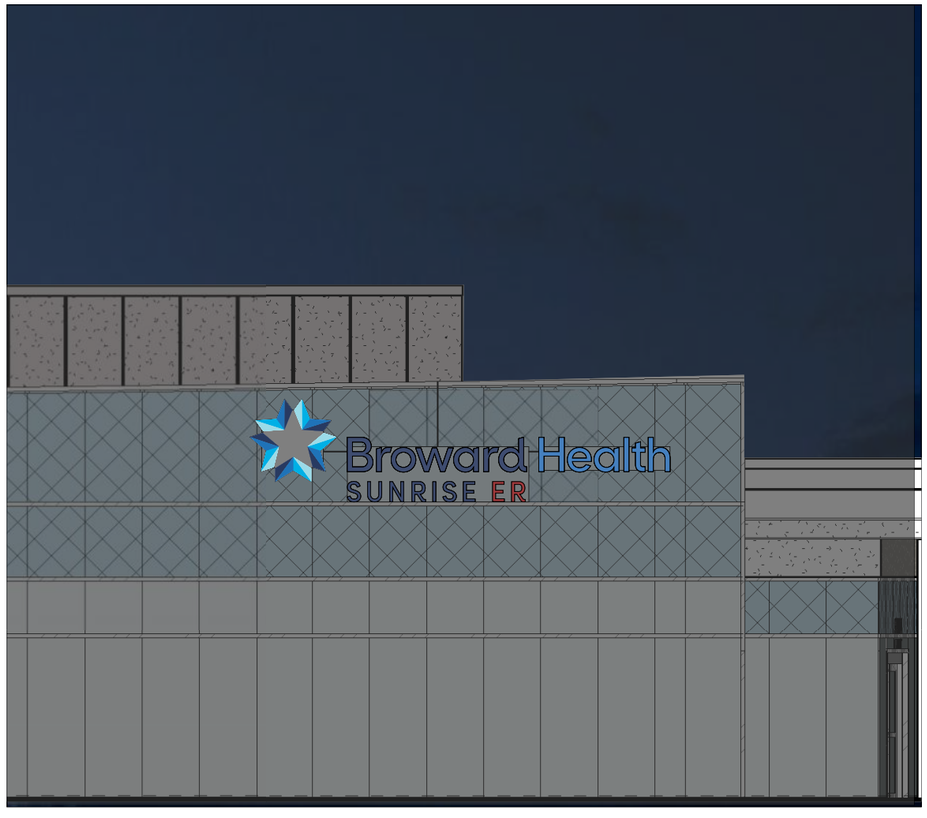
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10 South Elevation - by day
Scale: 1/8"=1'-0"



11 South Elevation - by night
Scale: 1/8"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

REVISIONS

Version	Time	Date	Intls.
1-3	3h	10.05.26	ID
4	1.5h	10.08.26	ID

ELECTRICAL NOTES (L.E.D):
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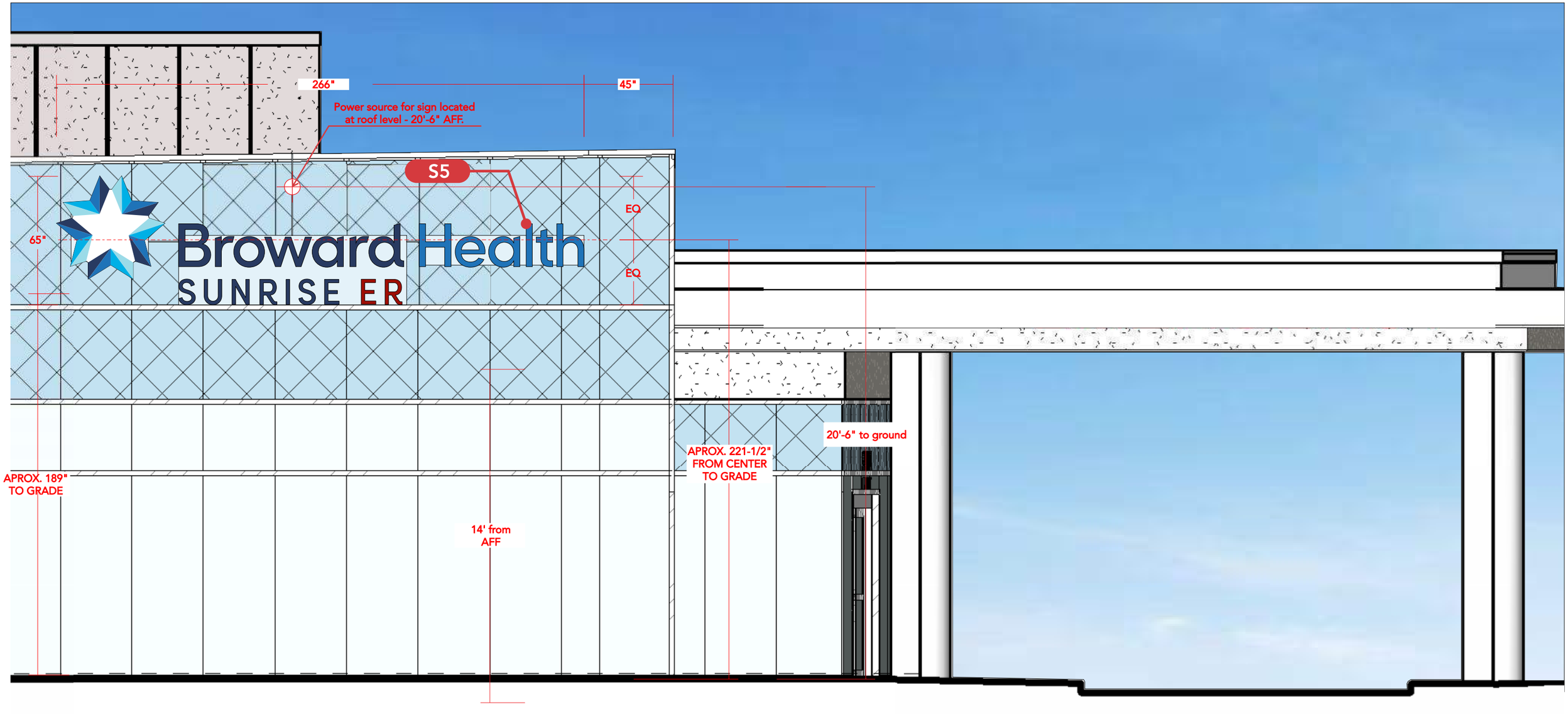
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12 South Elevation - Sign Location

Scale: 1/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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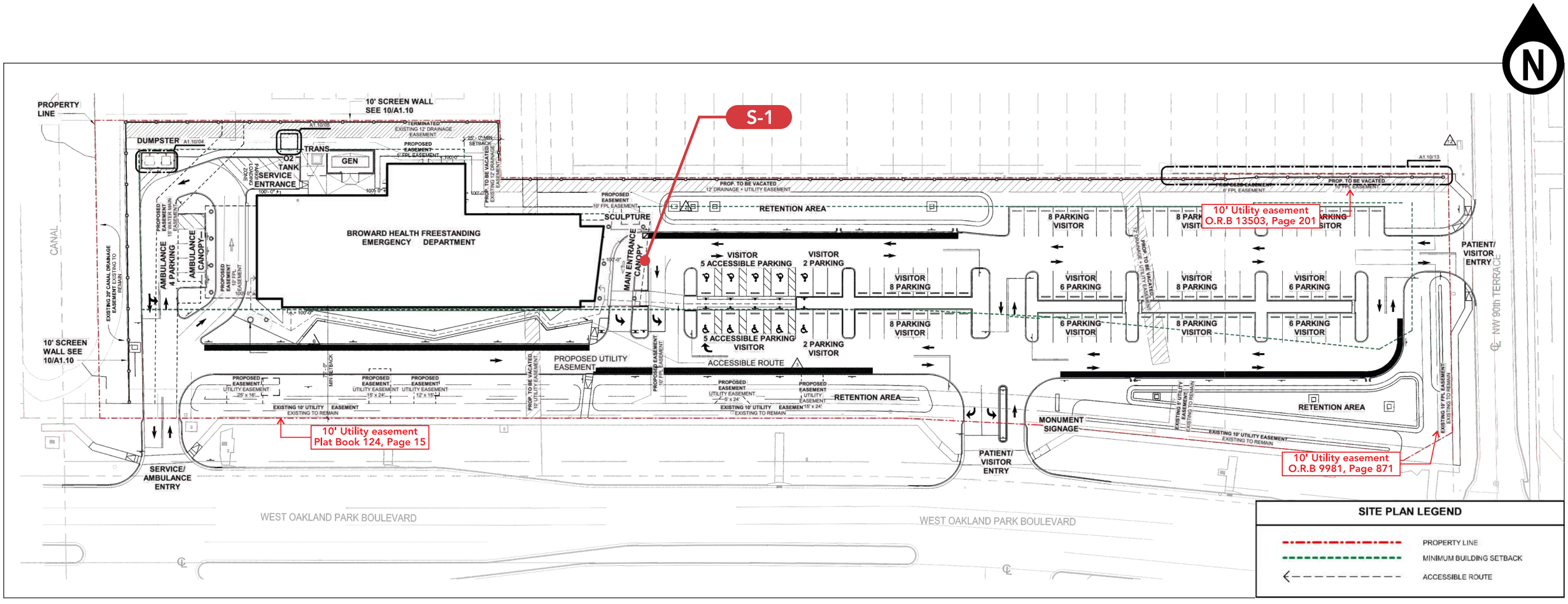
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Sign Plan:

1. S-1 Face Illuminated Channel Letters 'Emergency'



BARON SIGN MANUFACTURING
Concept to Completion

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General Specs:

5" Deep aluminum fabricated, face-illuminated channel letter.
- Red translucent acrylic faces to match color **C01**.
- 1" Trim cap to match color **C01**
- Returns to match color **C02**.
- Internally-illuminated with red LEDs.

Mounted on EMS 4-1/2" X 4-1/2'" aluminum extruded raceway painted to match **C02**.

Square Footage:
Provided: 33.67 S.F.

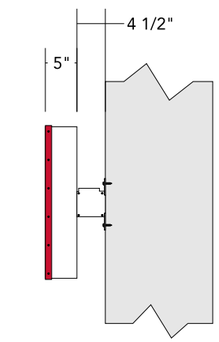
QTY (1) set

Colors:

C01 Red - Pantone 186C
C02 White



1 Front Elevation
Scale: 1/2"=1'-0"



2 End View
Scale: 1/2"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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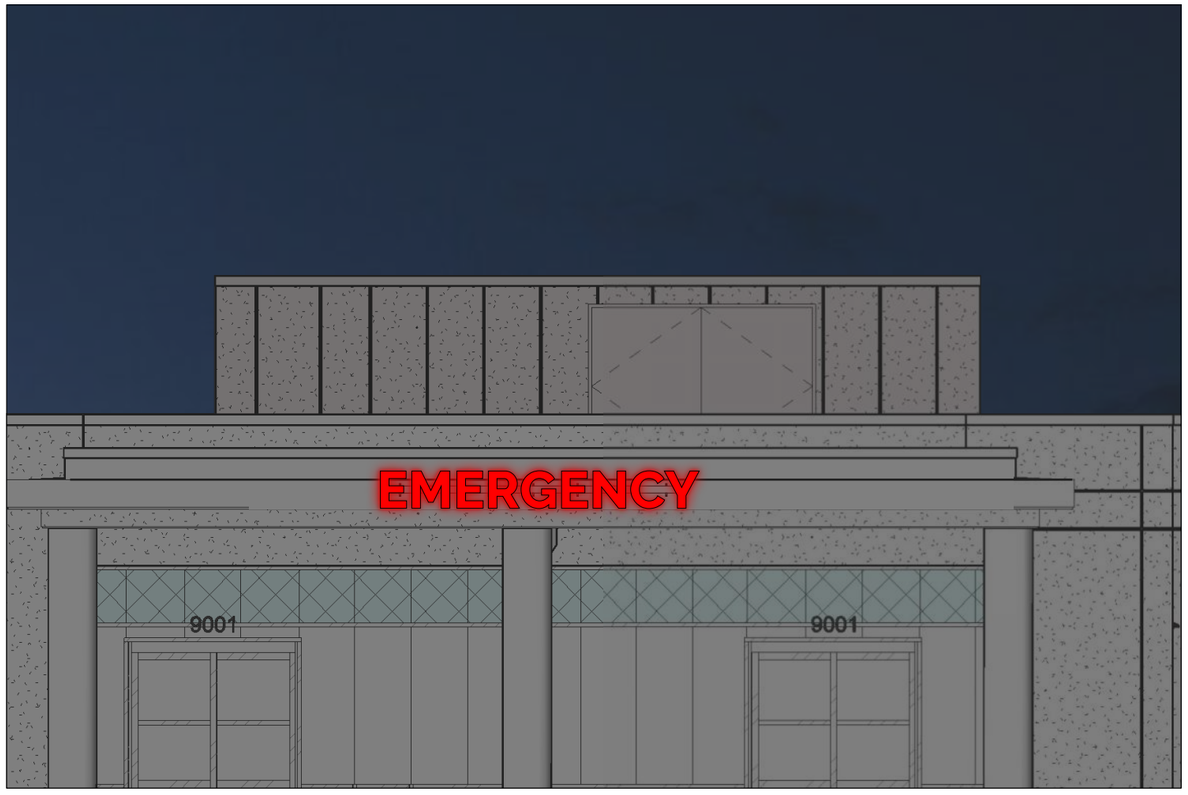
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3 East Elevation - by day
Scale: 1/8”=1'-0"



4 East Elevation - by night
Scale: 1/8”=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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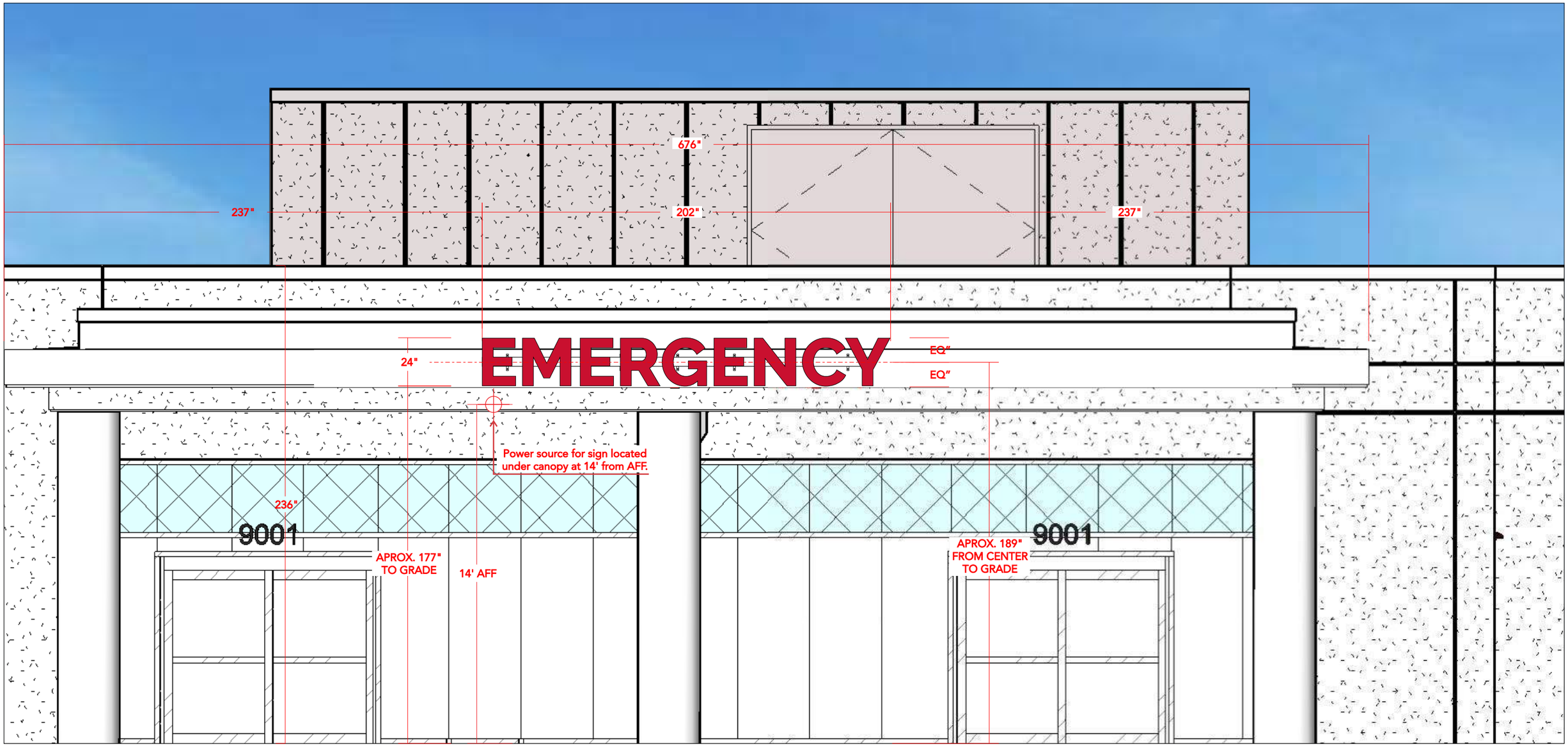
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5 East Elevation - Sign Location

Scale: 1/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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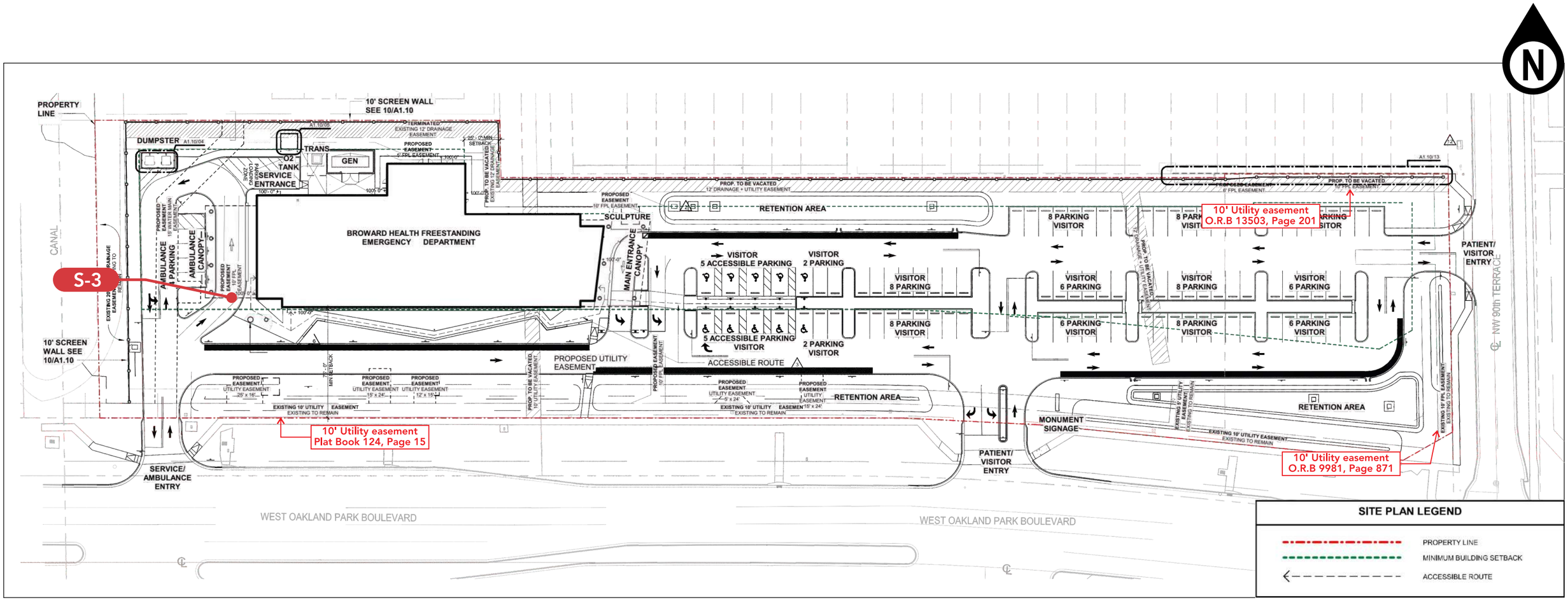
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Sign Plan:

1. S-3 Face Illuminated Channel Letters 'Ambulance'



BARON SIGN MANUFACTURING
Concept to Completion

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General Specs:

5" Deep aluminum fabricated, face-illuminated channel letter.
- Red translucent acrylic faces to match color **C01**.
- 1" Trim cap to match color **C01**
- Returns to match color **C02**.
- Internally-illuminated with red LEDs.

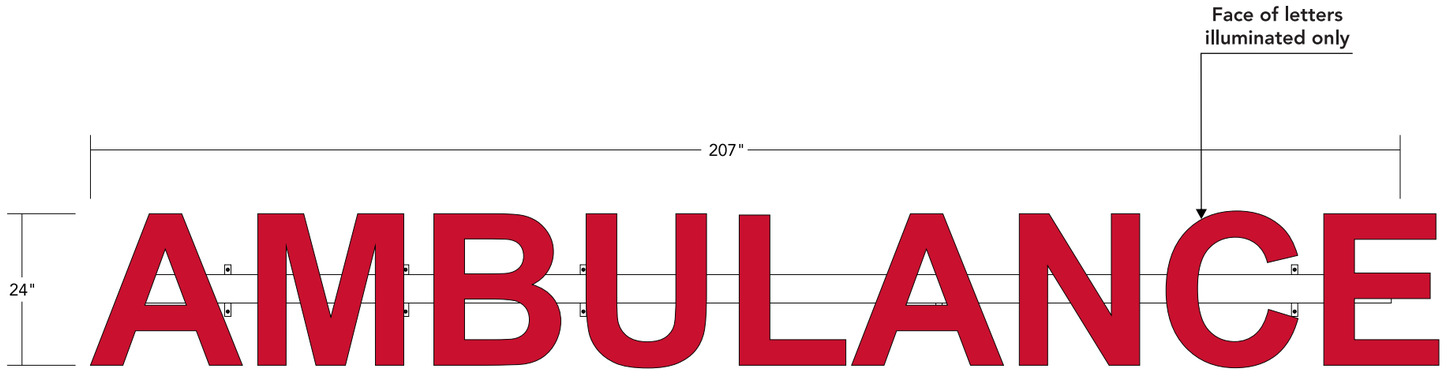
Mounted on EMS 4-1/2" X 4-1/2'" aluminum extruded raceway painted to match **C02**.

Square Footage:
Provided: 34.5 S.F.

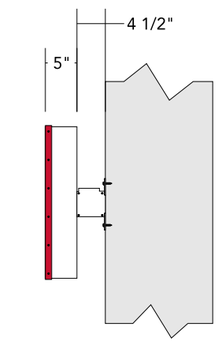
QTY (1) set

Colors:

C01 Red - Pantone 186C
C02 White



1 Front Elevation
Scale: 1/2"=1'-0"



2 End View
Scale: 1/2"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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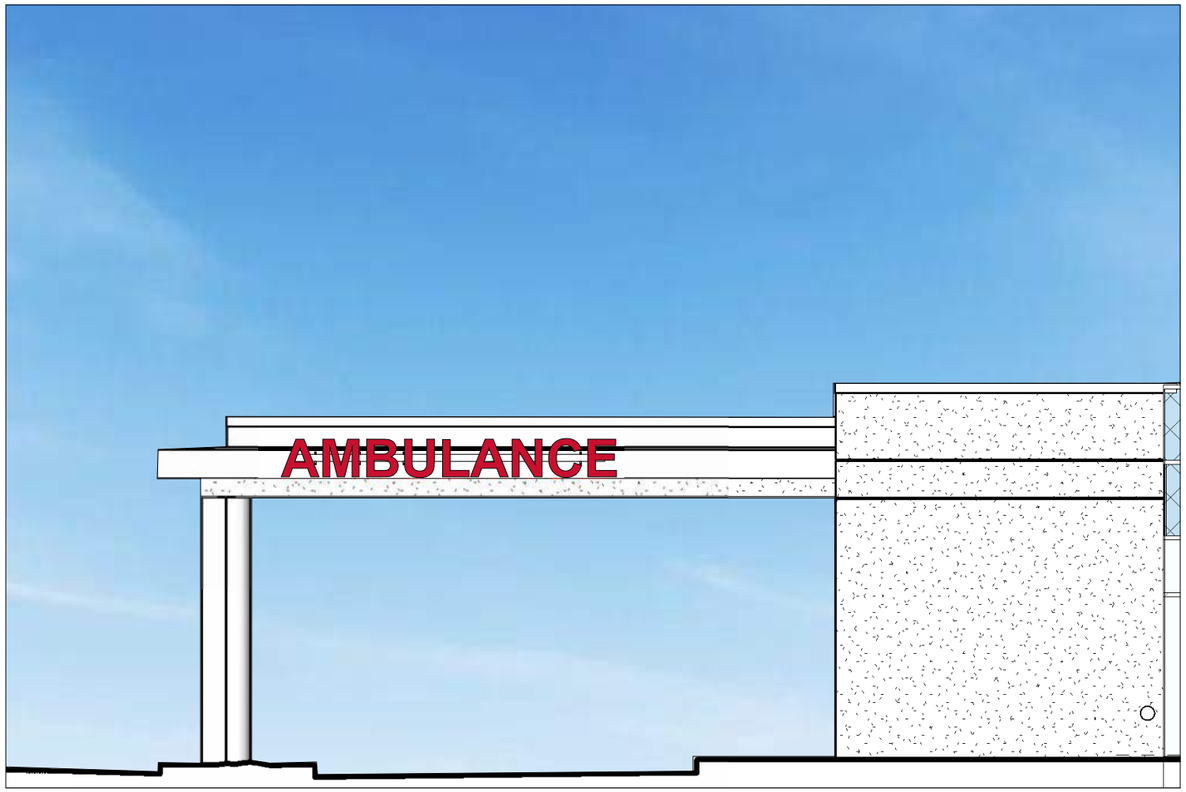
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3 East Elevation - by day
Scale: 1/8”=1'-0"



4 East Elevation - by night
Scale: 1/8”=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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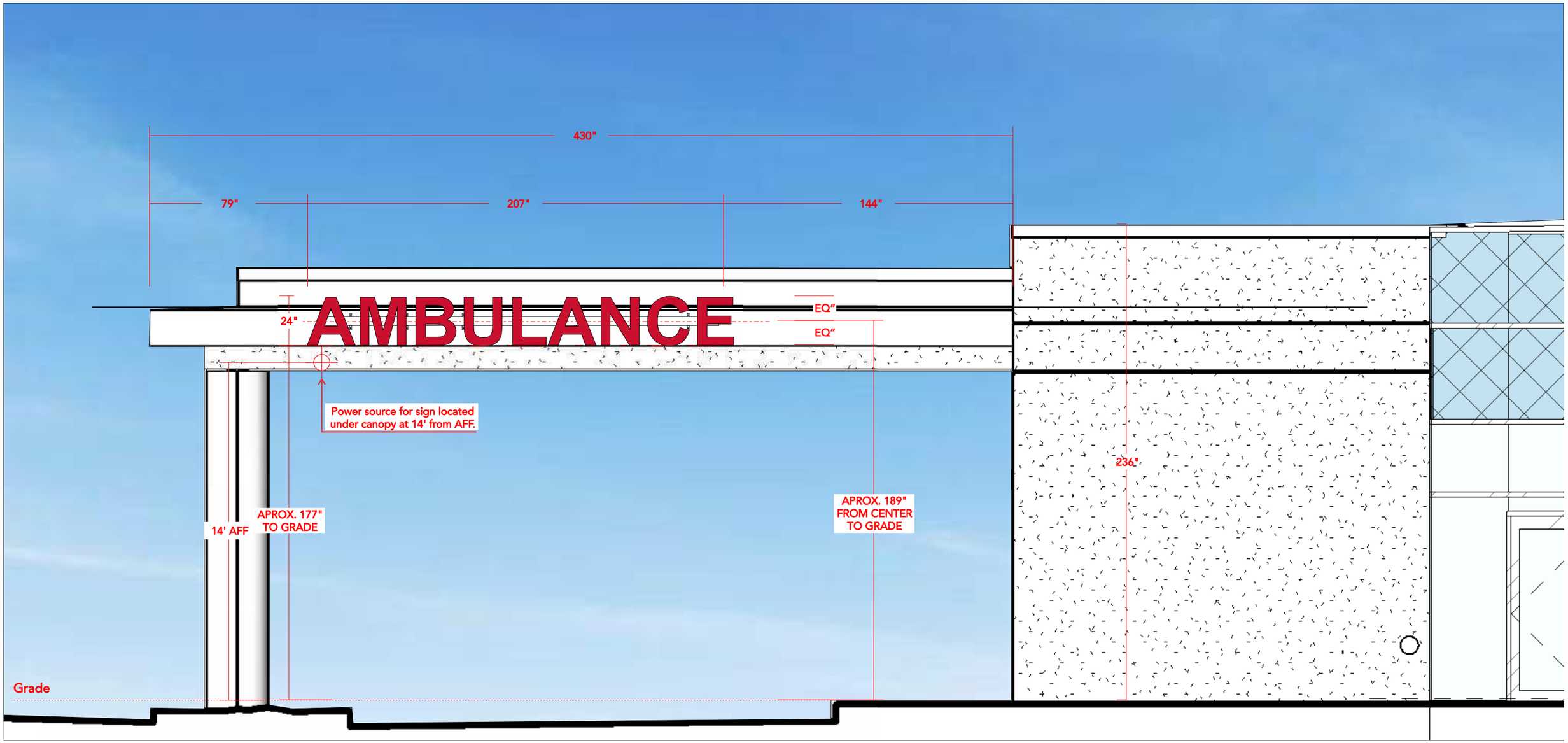
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5 East Elevation - Sign Location

Scale: 1/4"=1'-0"

BARON SIGN MANUFACTURING
Concept to Completion

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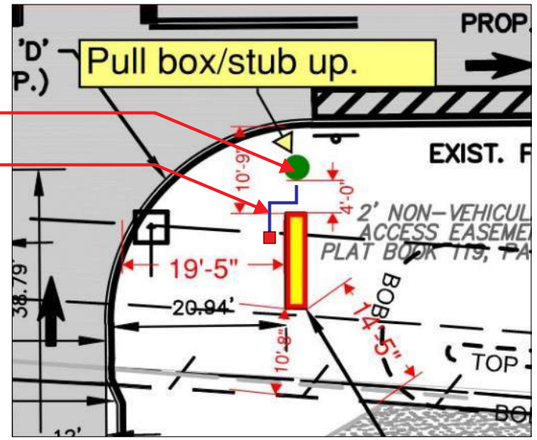
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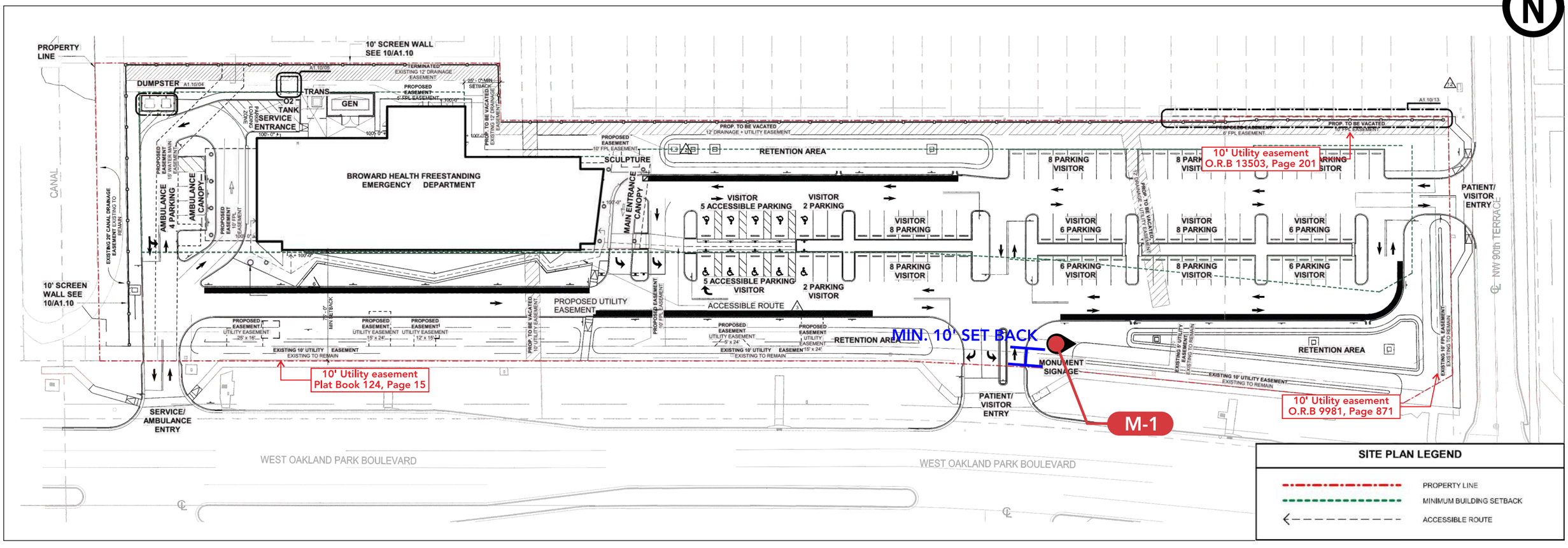
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Sign Plan:

1. M-1 Face Illuminated Channel Letters 'Emergency'





BARON SIGN MANUFACTURING
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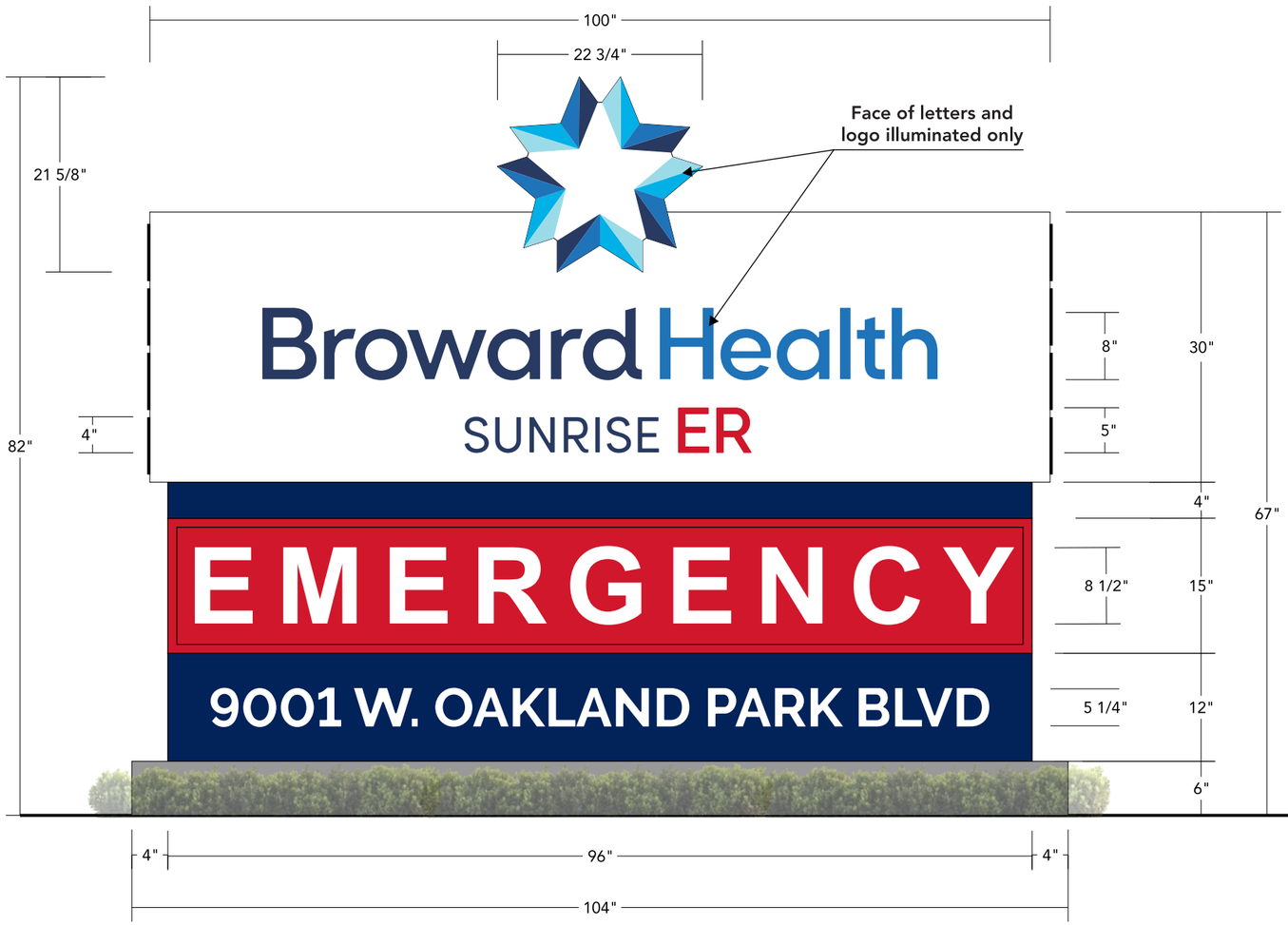
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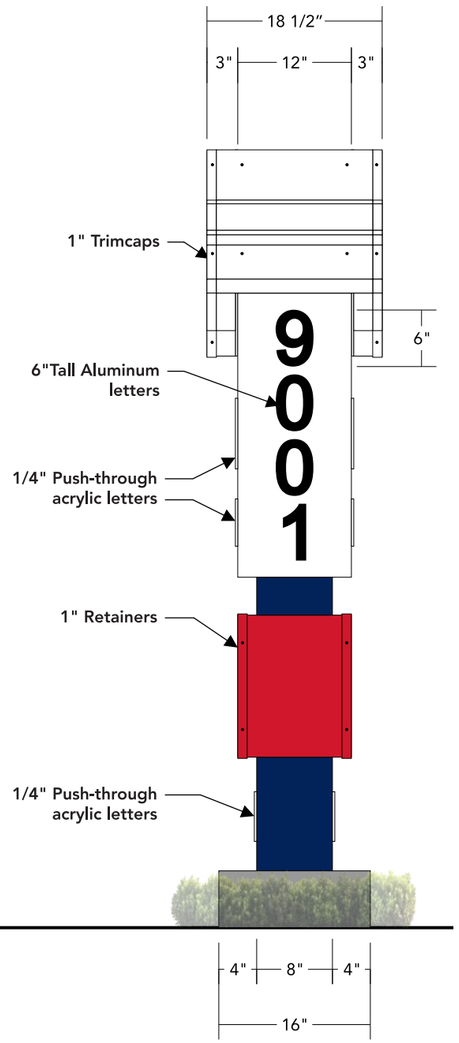
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1 Front View
Scale: 3/4"=1'-0"



2 Side View
Scale: 3/4"=1'-0"

General Specs:

Aluminum fabricated, double-sided monument sign.

Faces routed and backed with 3/4" thick push-thru acrylic letters with digitally-printed translucent media overlay.

Logo to be front-lit channel letters with 1" trim cap, flush-mounted to the face.

Brake formed aluminum cabinet to connect channel letters.

Illuminated cabinet at the bottom with acrylic face secured with 1" retainers.

Internally-illuminated with LED sticks.

1/4" Thick aluminum letters painted black mechanically fastened to monument sides.

To be set back min. 10' from ROW.

Sign Area: 59.2 Sq. Ft.
Allowed Area: 60 Sq. Ft.

Fonts:

Raleway Semibold

Colors:

C01 White

C02 Painted to Match Dark Blue - PMS 281 C

C03 Painted to Match Red PMS 186 C

C04 Translucent vinyl - Red 3730-33L

C05 CMYK Digital Print

C06 Black

Logo Colors:

L01 Dark Blue - PMS 281 C

L02 Sky Blue - PMS 2175 C

L03 Ocean Blue - PMS 306 C

L04 Sea Foam Blue - PMS 304 C

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL
Project MGR: Bob Heathcoe Designer: ID Design Time: 10h Date: 07/31/26	Broward Health Sunrise	9001 W Oakland Park Blvd Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: _____ Date _____

REVISIONS

Version	Time	Date	Intls.
1-3	3h	10.05.26	ID
4	1.5h	10.08.26	ID

ELECTRICAL NOTES (L.E.D):
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ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.
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JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

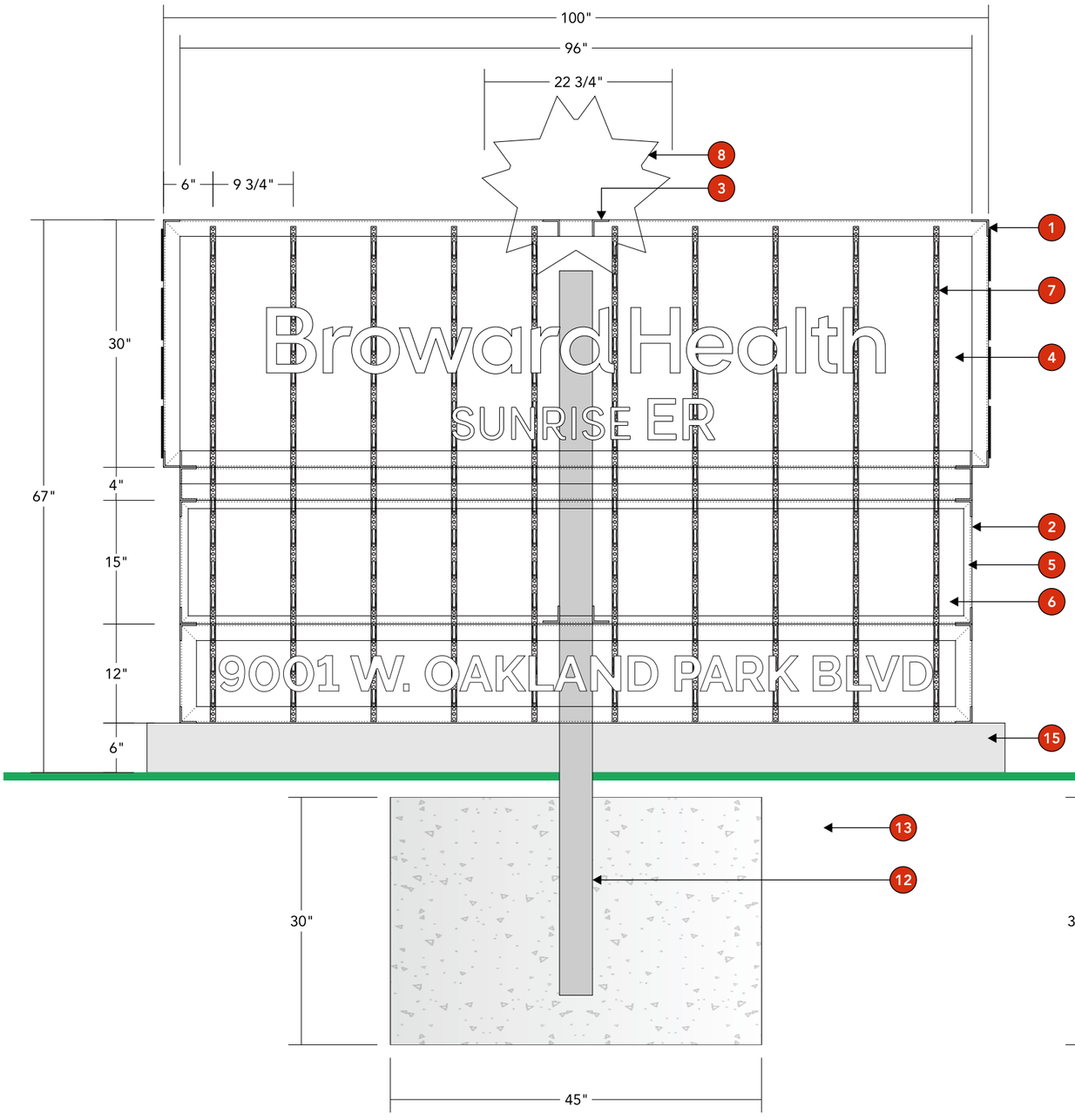
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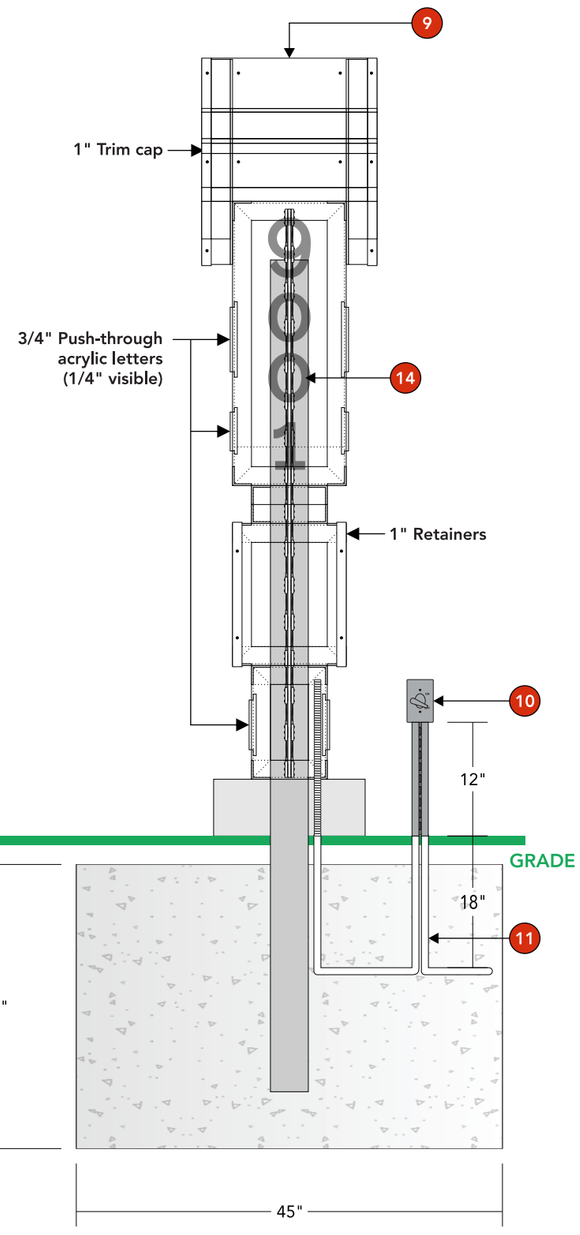
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M-1 | Illuminated Monument Sign



1 Front View
Scale: 3/4"=1'-0"



2 Side View
Scale: 3/4"=1'-0"

1. 2" x 2" x 3/16" Aluminum angle.
2. 2" x 1" x 1/8" Aluminum angle.
3. 2" x 2" x 3/16" Steel saddles.
4. 1/8" Thick aluminum face, routed and backed with 3/4" thick #2447 milky white translucent push-through acrylic letters, with digitally-printed translucent media applied to the first surface of the letters.
5. 1" x 1" Aluminum retainer.
6. 3/16" Thick white translucent acrylic face, with digitally printed translucent media applied to the first surface.
7. Double-sided LED sticks.
8. 3" Deep aluminum fabricated face-illuminated channel letter, 1" trim cap, and white translucent acrylic faces with digitally printed translucent media applied to the first surface, flush-mounted to the monument face with 1/4" thick backer.
9. 1/8" Thick brake formed aluminum cover, connecting both channel letters.
10. Exterior-grade junction box with 120VAC/20AMP disconnect switch, mounted 12" from the ground. All connections to branch wiring will be housed inside UL enclosure as required.
11. Customer-supplied #12AWG primary wiring inside UL conduit from the source to the junction box, and connection to branch wiring.
12. MIN. 4" Sq x 3/16"Steel posts (HSS, A500/B) Embed to 6" from footer bottom.
13. Concrete footer options (2500 PSI)
    - 36" Dia x 5'- 3" deep [augured]
    - 3'- 9" Sq x 2' - 6" deeo [spread, with (4) #5 bars each way, top + bot]
14. 6" tall, 1/4"thick aluminum flat cut out numbers painted black mechanically fastened to monument sides.
15. 6" tall concrete Mow Pad.

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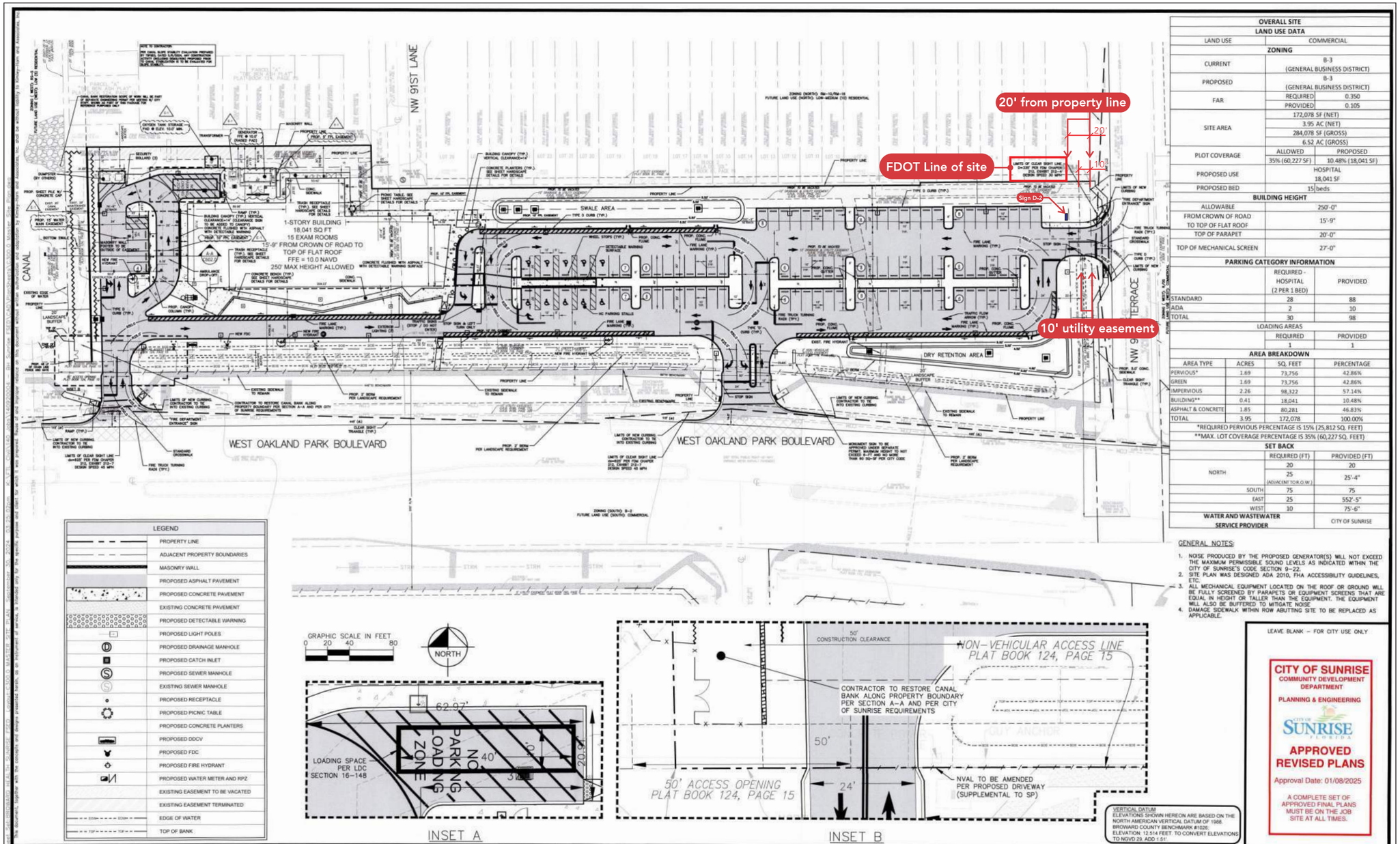
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OVERALL SITE LAND USE DATA		
LAND USE	COMMERCIAL	
ZONING		
CURRENT	B-3 (GENERAL BUSINESS DISTRICT)	
PROPOSED	B-3 (GENERAL BUSINESS DISTRICT)	
FAR	REQUIRED	0.350
	PROVIDED	0.105
SITE AREA	172,078 SF (NET) 3.95 AC (NET) 284,078 SF (GROSS) 6.52 AC (GROSS)	
PLOT COVERAGE	ALLOWED	PROPOSED
	35% (60,227 SF)	10.48% (18,041 SF)
PROPOSED USE	HOSPITAL 18,041 SF	
PROPOSED BED	15 beds	
BUILDING HEIGHT		
ALLOWABLE	250'-0"	
FROM CROWN OF ROAD TO TOP OF FLAT ROOF	15'-9"	
TOP OF PARAPET	20'-0"	
TOP OF MECHANICAL SCREEN	27'-0"	

PARKING CATEGORY INFORMATION		
	REQUIRED - HOSPITAL (2 PER 1 BED)	PROVIDED
STANDARD	28	88
ADA	2	10
TOTAL	30	98
LOADING AREAS		
	REQUIRED	PROVIDED
	1	1

AREA BREAKDOWN			
AREA TYPE	ACRES	SQ. FEET	PERCENTAGE
PERVIOUS*	1.69	73,756	42.86%
GREEN	1.69	73,756	42.86%
IMPERVIOUS	2.26	98,322	57.14%
BUILDING**	0.41	18,041	10.48%
ASPHALT & CONCRETE	1.85	80,281	46.83%
TOTAL	3.95	172,078	100.00%

*REQUIRED PERVIOUS PERCENTAGE IS 15% (25,812 SQ. FEET)
**MAX. LOT COVERAGE PERCENTAGE IS 35% (60,227 SQ. FEET)

SET BACK	REQUIRED (FT)	PROVIDED (FT)
NORTH	20	20
	25 (ADJACENT TO R.O.W.)	25'-4"
SOUTH	75	75
EAST	25	552'-5"
WEST	10	75'-6"
WATER AND WASTEWATER SERVICE PROVIDER		CITY OF SUNRISE

GENERAL NOTES:
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2. SITE PLAN WAS DESIGNED ADA 2010, FHA ACCESSIBILITY GUIDELINES, ETC.
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VERTICAL DATUM
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CITY OF SUNRISE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ENGINEERING
APPROVED REVISED PLANS
Approval Date: 01/08/2025
A COMPLETE SET OF APPROVED FINAL PLANS MUST BE ON THE JOB SITE AT ALL TIMES.

No.	REVISIONS	DATE	BY
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E-1	SITE PLAN AMENDMENT	09/30/2024	DM

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

140920004
SCALE AS SHOWN
DESIGNED BY CF
DRAWN BY CW
CHECKED BY CF

BROWARD HEALTH SUNRISE
FREESTANDING EMERGENCY DEPARTMENT
9001 W. OAKLAND PARK
SUNRISE, FLORIDA 33351
CITY OF SUNRISE FL

MASTER SITE PLAN

LICENSED PROFESSIONAL
CARLOS FLORIAN
FL LICENSE NUMBER 80500
DATE: 9/30/2024

DATE: SEPT 2024
SHEET NUMBER: C300.0

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Concept to Completion

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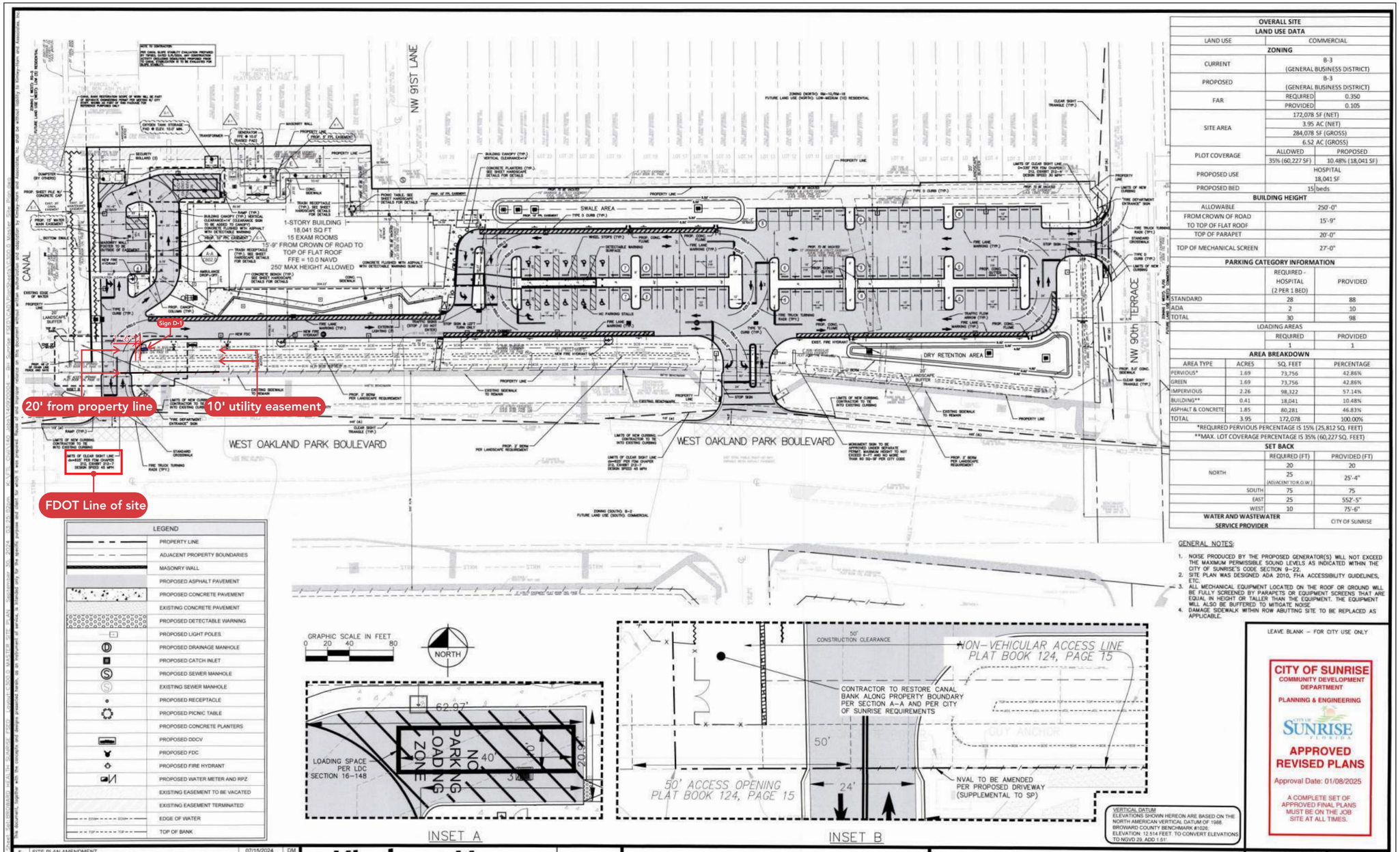
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OVERALL SITE LAND USE DATA		
LAND USE	COMMERCIAL	
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	3.95 AC (NET)	
	284,078 SF (GROSS)	
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PLOT COVERAGE	ALLOWED	PROPOSED
	35% (60,227 SF)	10.48% (18,041 SF)
PROPOSED USE	HOSPITAL 18,041 SF	
PROPOSED BED	15 beds	

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FROM CROWN OF ROAD TO TOP OF FLAT ROOF	15'-9"
TOP OF PARAPET	20'-0"
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PARKING CATEGORY INFORMATION		
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STANDARD	28	88
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TOTAL	30	98
LOADING AREAS		
	REQUIRED	PROVIDED
	1	1

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Approval Date: 01/08/2025
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MASTER SITE PLAN

LICENSED PROFESSIONAL
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FL LICENSE NUMBER
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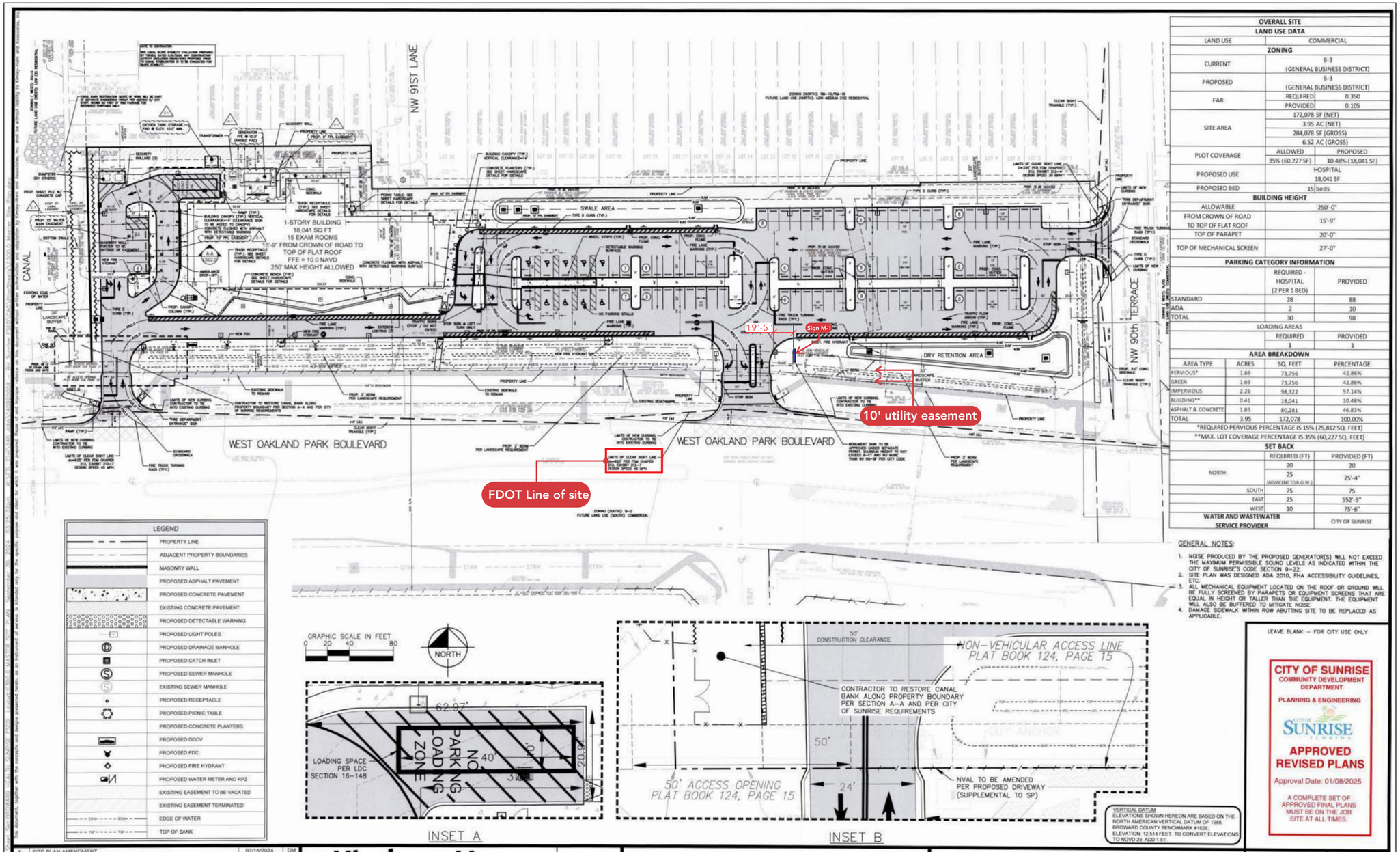
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Concept to Completion

DRAWING INFO
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Designer: ID
Design Time: 10h
Date: 07/31/26

CLIENT NAME
Broward Health Sunrise

PROJECT
9001 W Oakland Park Blvd
Sunrise, FL 33351

CUSTOMER APPROVAL
Please verify colors, spelling, and layout prior to signing:
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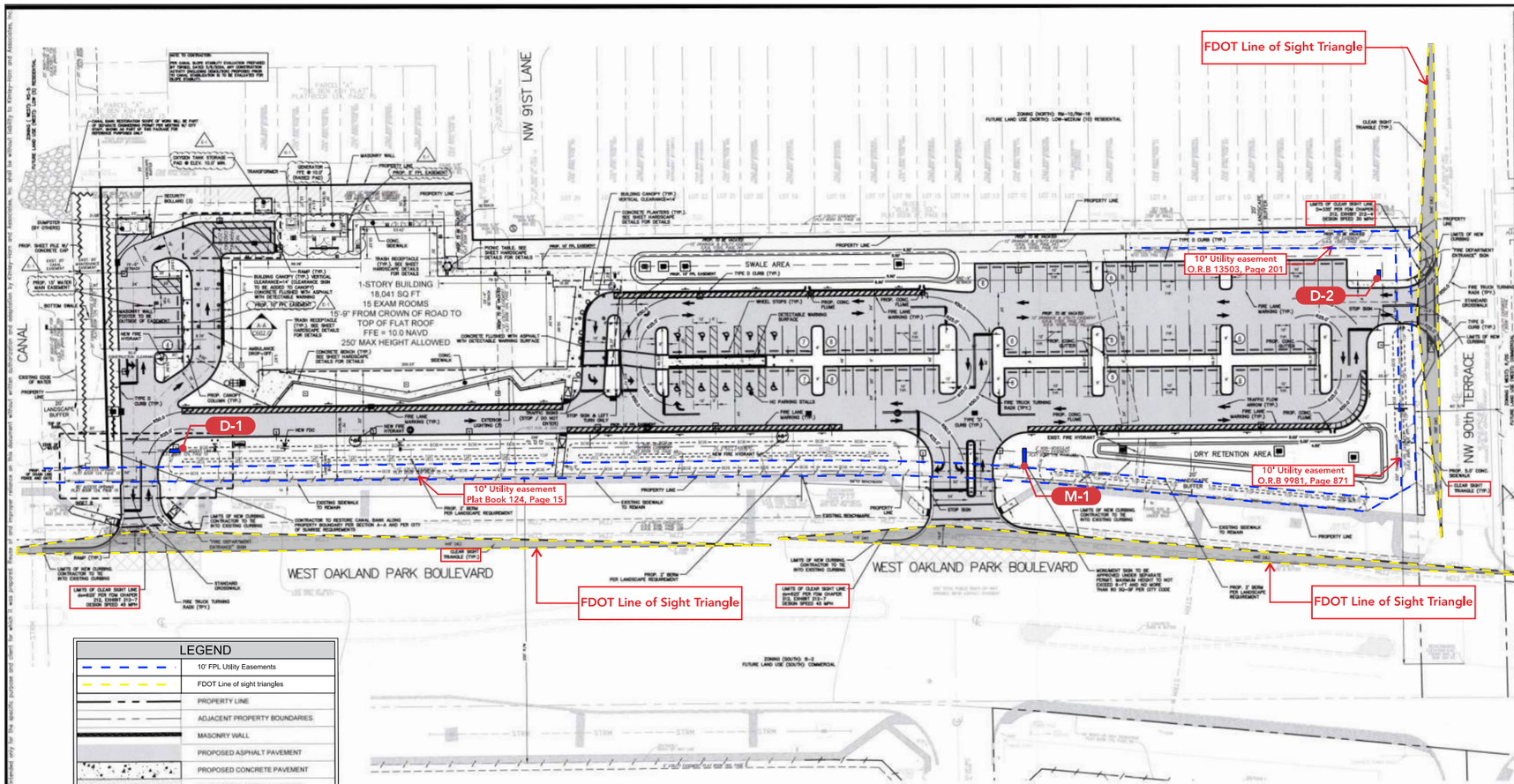
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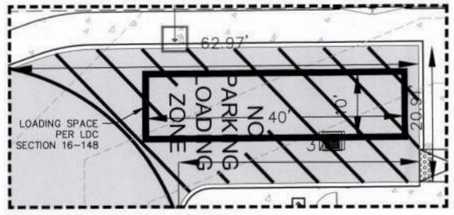
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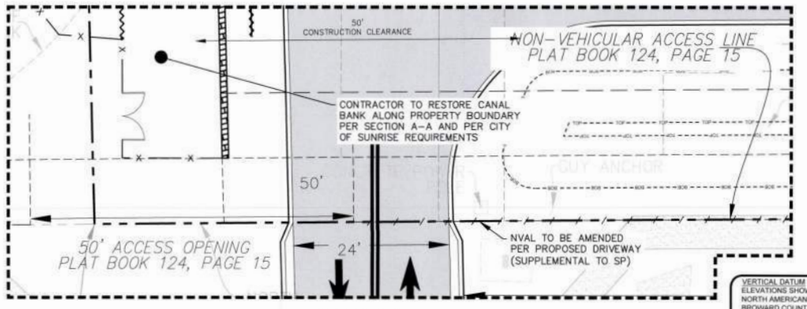
LEGEND	
	10' FPL Utility Easements
	FDOT Line of sight triangles
	PROPERTY LINE
	ADJACENT PROPERTY BOUNDARIES
	MASONRY WALL
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING CONCRETE PAVEMENT
	PROPOSED DETECTABLE WARNING
	PROPOSED LIGHT POLES
D	PROPOSED DRAINAGE MANHOLE
	PROPOSED CATCH INLET
S	PROPOSED SEWER MANHOLE
S	EXISTING SEWER MANHOLE
	PROPOSED RECEPTACLE
	PROPOSED PICNIC TABLE
	PROPOSED CONCRETE PLANTERS
	PROPOSED DDCV
	PROPOSED FDC
	PROPOSED FIRE HYDRANT
W	PROPOSED WATER METER AND RPZ
	EXISTING EASEMENT TO BE VACATED
	EXISTING EASEMENT TERMINATED
	EDGE OF WATER
	TOP OF BANK

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH



INSET A



INSET B

OVERALL SITE		
LAND USE DATA		
LAND USE	COMMERCIAL	
ZONING		
CURRENT	B-3 (GENERAL BUSINESS DISTRICT)	
PROPOSED	B-3 (GENERAL BUSINESS DISTRICT)	
FAR	REQUIRED	0.350
	PROVIDED	0.105
SITE AREA	172,078 SF (NET)	
	3.95 AC (NET)	
	284,078 SF (GROSS)	
	6.52 AC (GROSS)	
PLOT COVERAGE	ALLOWED	PROPOSED
	35% (60,227 SF)	10.48% (18,041 SF)
PROPOSED USE	HOSPITAL 18,041 SF	
PROPOSED BED	15 beds	
BUILDING HEIGHT		
ALLOWABLE	250'-0"	
FROM CROWN OF ROAD TO TOP OF FLAT ROOF	15'-9"	
TOP OF PARAPET	20'-0"	
TOP OF MECHANICAL SCREEN	27'-0"	

PARKING CATEGORY INFORMATION		
	REQUIRED - HOSPITAL (2 PER 1 BED)	PROVIDED
STANDARD	28	88
ADA	2	10
TOTAL	30	98
LOADING AREAS		
	REQUIRED	PROVIDED
	1	1

AREA BREAKDOWN

AREA TYPE	ACRES	SQ. FEET	PERCENTAGE
PERVIOUS*	1.69	73,756	42.86%
GREEN	1.69	73,756	42.86%
IMPERVIOUS	2.26	98,322	57.14%
BUILDING**	0.41	18,041	10.48%
ASPHALT & CONCRETE	1.85	80,281	46.83%
TOTAL	3.95	172,078	100.00%

*REQUIRED PERVIOUS PERCENTAGE IS 15% (25,812 SQ. FEET)
**MAX. LOT COVERAGE PERCENTAGE IS 35% (60,227 SQ. FEET)

SET BACK	REQUIRED (FT)	PROVIDED (FT)
NORTH	20	20
	25 (ADJACENT TO R.O.W.)	25'-4"
SOUTH	75	75
EAST	25	552'-5"
WEST	10	75'-6"
WATER AND WASTEWATER SERVICE PROVIDER		CITY OF SUNRISE

GENERAL NOTES:

1. NOISE PRODUCED BY THE PROPOSED GENERATOR(S) WILL NOT EXCEED THE MAXIMUM PERMISSIBLE SOUND LEVELS AS INDICATED WITHIN THE CITY OF SUNRISE'S CODE SECTION 9-22.
2. SITE PLAN WAS DESIGNED ADA 2010, FHA ACCESSIBILITY GUIDELINES, ETC.
3. ALL MECHANICAL EQUIPMENT LOCATED ON THE ROOF OR GROUND WILL BE FULLY SCREENED BY PARAPETS OR EQUIPMENT SCREENS THAT ARE EQUAL IN HEIGHT OR TALLER THAN THE EQUIPMENT. THE EQUIPMENT WILL ALSO BE BUFFERED TO MITIGATE NOISE.
4. DAMAGE SIDEWALK WITHIN ROW ABUTTING SITE TO BE REPLACED AS APPLICABLE.

LEAVE BLANK – FOR CITY USE ONLY

CITY OF SUNRISE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ENGINEERING
SUNRISE FLORIDA
APPROVED REVISED PLANS
Approval Date: 01/08/2025
A COMPLETE SET OF APPROVED FINAL PLANS MUST BE ON THE JOB SITE AT ALL TIMES.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #1026. ELEVATION: 12.514 FEET. TO CONVERT ELEVATIONS TO NGVD 29, ADD 1.51'

No.	REVISIONS	DATE	BY
E	SITE PLAN AMENDMENT	07/15/2024	DM
E-1	SITE PLAN AMENDMENT	09/30/2024	DM

Kimley»Horn

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

140920004

SCALE	AS SHOWN
DESIGNED BY	CF
DRAWN BY	CW
CHECKED BY	CF

BROWARD HEALTH SUNRISE
FREESTANDING EMERGENCY DEPARTMENT
9001 W. OAKLAND PARK
SUNRISE, FLORIDA 33351
CITY OF SUNRISE FL

MASTER SITE PLAN

LICENSED PROFESSIONAL
CARLOS FLORIAN
FL LICENSE NUMBER
80500
DATE: 9/30/2024

DATE: SEPT 2024

SHEET NUMBER
C300.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

BARON SIGN MANUFACTURING
Concept to Completion

DRAWING INFO
Project MGR: Bob Heathcoe
Designer: ID
Design Time: 10h
Date: 07/31/26

CLIENT NAME
Broward Health Sunrise

PROJECT
9001 W Oakland Park Blvd
Sunrise, FL 33351

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

REVISIONS

Version	Time	Date	Intls.
1-3	3h	10.05.26	ID
4	1.5h	10.08.26	ID

ELECTRICAL NOTES (L.E.D):
ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER 2017 NEC 600.4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19.
ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.
ALL PRIMARY WIRING WILL BE #12 THWN HIGH TENSION AS PER NEC 600.12(C).
THESE PLANS COMPLY WITH FBC 4505-21.
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6' OF SIGN LOCATION PER NEC 2017

UL LISTED

SHEET NO: 34

www.BaronSign.com
Tel: (561)863-7446 Fax: (561)848-2270
17180 Innovation Dr
Jupiter, FL 33478

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Design Department\Designs\Broward Health Sunrise FSED_TSK-2026-0114- 927

HKS

May 27th, 2026

City of Sunrise
Building Department
10770 W. Oakland Park Boulevard
Sunrise, FL 33351

Re: Broward Health Sunrise FSED
HKS Project No. 25198.100

Dear City of Sunrise Building Officials,

The uniform signage plan outlines the proposed exterior signage for the Broward Health Sunrise Freestanding Emergency Department. This facility includes 15 exam and treatment rooms and will operate 24 hours a day, 7 days a week, without providing overnight stays. Because the building is designed to serve individuals experiencing medical emergencies, it is essential that signage and wayfinding throughout the site clearly guide visitors, patients, and emergency responders to the appropriate entrances.

The signage package consists of directional signs, monument signs, and wall-mounted signs. Monument sign M-1 displays Broward Health branding, the facility name, and the address. Its placement along Oakland Park Boulevard provides clear identification for drivers and directs them to the main visitor entrance.

Directional signs D-1 and D-2 provide arrows and labels identifying the Emergency entrance, Ambulance entrance, and parking areas. These signs are color-coded, with “Emergency” shown in red to ensure immediate recognition of the main emergency entrance.

Wall sign S-4, located on the south façade, displays the Broward Health logo and the words “Broward Health Sunrise ER,” offering building identification in situations where the monument sign may not be visible. Additional red wall signs, S-1 through S-4, are mounted at the canopies of the two primary drop-off areas. These signs clearly distinguish the visitor entrance, marked “Emergency,” from the ambulance-only entrance, marked “Ambulance.”

Collectively, these signs will provide staff, paramedics, and visitors with a clear understanding of the building’s purpose, its address, and the appropriate routes for parking, patient drop-off, and emergency vehicle access.

Thank you for considering this letter as our explanation for the requested deviation from the City of Sunrise signage requirements. Due to the critical nature of emergency healthcare services, we believe that enhanced signage is necessary to ensure safety, clarity, and efficient access for all who arrive at the facility.

Sincerely,

Jonathan G Borrell, AIA
Office Director
Partner



This document has been digitally signed by Jonathan G Borrell and sealed using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature needs to be verified on any electronic copies.
Name: Jonathan G Borrell

HKS Architects, Inc.
2020 Salzedo St, 4th Floor
Coral Gables, FL 33134

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 12.D. **C #:** 26027

ITEM TITLE:
First Reading of an Ordinance of the City Of Sunrise, Florida, amending Chapter 7 "Local Business Tax; Local Business Tax Receipts, and Business Regulations," Article IV "Consumer Protection," by creating Division 4 "Virtual Currency Kiosks" to prohibit Virtual Currency Kiosks in certain places within the City; providing for enforcement; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

BACKGROUND INFORMATION:
Virtual currency kiosks, sometimes referred to as cryptocurrency automated teller machines, cryptocurrency ATMs, or Bitcoin ATMs, allow consumers to sell and purchase cryptocurrency through a virtual transaction at a physical electronic terminal. Virtual currency kiosks are similar in appearance to automated teller machines, but do not dispense cash. Within the City of Sunrise, virtual currency kiosks are commonly located in convenience stores.

Virtual currency kiosk transactions may be completed rapidly and may result in the transfer of funds to virtual currency wallets controlled by persons located outside the City, outside the State of Florida, or outside the United States. Once a virtual currency transaction is completed, the transaction is often difficult or impossible for the customer, financial institution, kiosk operator, or law enforcement agency to reverse or recover.

Virtual currency kiosks are a significant instrument in financial fraud and scams. According to the U.S. Department of the Treasury, Financial Crimes Enforcement Network (FinCEN), criminals engaged in fraud schemes often direct victims to use virtual currency kiosks to send payments under false pretenses and virtual currency kiosks are frequently used to launder suspected drug proceeds, including proceeds for transnational criminal organizations. In 2024, the Federal Bureau of Investigation received 10,956 complaints reporting the use of virtual currency kiosks, with victim losses of approximately $246,700,000. According to the State of Florida's Office of Financial Regulation, the Federal Bureau of Investigation and Federal Trade

Commission have received Florida-based complaints involving virtual currency kiosk fraud totaling well over $33,000,000 in alleged victim losses from 2020 through 2025.

Based upon an analysis conducted by the Sunrise Police Department, since 2020, victims in Sunrise have reported cryptocurrency losses resulting from fraud or potential fraud exceeding $1,000,000. Sunrise Police Department investigations confirmed that victims in Sunrise have been scammed out of over $374,000 by criminals who required their victims to use virtual currency kiosks. Those investigations further demonstrate an upward trend in these scams as approximately 87% of those losses, or $326,360, were suffered between 2024 and 2026. The Sunrise Police Department's analysis shows that 63% of all virtual currency kiosk victims in Sunrise are over the age of 60.

The physical accessibility, speed at which virtual currency transactions are made, relative anonymity, and irreversibility associated with virtual currency kiosk transactions create risks that differ materially from ordinary retail payment transactions and from virtual currency transactions initiated by individuals through their own computers, mobile devices, or personal digital wallets. Victims of virtual currency kiosks fraud suffer substantial and almost always irrecoverable financial losses, and investigation of such offenses require significant municipal law enforcement resources and frequently do not lead to identification or apprehension of a suspect.

After extensive analysis, the Sunrise Police Department has concluded that the presence and operation of virtual currency kiosks within the City presents a distinct, ongoing, and serious threat to the public health, safety and welfare that may be appropriately addressed through the City’s municipal police power. The proposed Ordinance prohibits virtual currency kiosks in locations open to the public, with exceptions for legitimate governmental, financial, and lending institutions and activities. Prohibited virtual currency kiosks must be removed within 60 days of the effective date of the Ordinance.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26027

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 7 "LOCAL BUSINESS TAX; LOCAL BUSINESS TAX RECEIPTS, AND BUSINESS REGULATIONS," ARTICLE IV "CONSUMER PROTECTION," BY CREATING DIVISION 4 "VIRTUAL CURRENCY KIOSKS" TO PROHIBIT VIRTUAL CURRENCY KIOSKS IN CERTAIN PLACES WITHIN THE CITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, confer upon Florida municipalities broad home rule authority to exercise governmental, corporate, and proprietary powers for municipal purposes except when expressly prohibited by law; and

WHEREAS, the Sunrise City Commission finds that protecting residents and visitors from fraud, theft, financial exploitation, and other criminal activity constitutes a valid municipal purpose and an appropriate exercise of the City's police powers; and

WHEREAS, virtual currency kiosks, sometimes referred to as cryptocurrency automated teller machines, cryptocurrency ATMs, Bitcoin ATMs, or similar terms allow users to exchange fiat currency or other value for virtual currency through a physical electronic terminal. Within the City of Sunrise, virtual currency kiosks are commonly located in convenience stores; and

WHEREAS, virtual currency kiosks are similar in appearance to automated teller machines, but do not dispense cash and instead allow consumers to sell and purchase cryptocurrency through virtual transactions; and

WHEREAS, virtual currency kiosk transactions may be completed rapidly and may result in the transfer of funds to virtual currency wallets controlled by persons located outside the City, outside the State of Florida, or outside the United States; and

WHEREAS, once a virtual currency transaction is completed, the transaction is often difficult or impossible for the customer, financial institution, kiosk operator, or law enforcement agency to reverse or recover; and

WHEREAS, according to the U.S. Department of the Treasury, Financial Crimes Enforcement Network (FinCEN), Notice FIN-2025-NTC1, the Federal Bureau of

Investigation's Internet Crime Complaint Center reports that criminals engaged in fraud schemes often direct victims to use virtual currency kiosks to send payments under false pretenses; and

WHEREAS, FIN-2025-NTC1 states that in 2024, the Federal Bureau of Investigation received 10,956 complaints reporting the use of virtual currency kiosks, with victim losses of approximately $246,700,000; and

WHEREAS, in addition, FIN-2025-NTC1 reported that FinCEN's analysis of certain bank information revealed that virtual currency kiosks are frequently used to launder suspected drug proceeds, including proceeds for transnational criminal organizations; and

WHEREAS, according to the State of Florida's Office of Financial Regulation, the Federal Bureau of Investigation and Federal Trade Commission have received Florida-based complaints involving virtual currency kiosk fraud totaling well over $33,000,000 in alleged victim losses from 2020 through 2025; and

WHEREAS, based upon an analysis conducted by the Sunrise Police Department, since 2020, victims in Sunrise have reported cryptocurrency losses resulting from fraud or potential fraud exceeding $1,000,000; and

WHEREAS, Sunrise Police Department investigations confirmed that victims in Sunrise have been scammed out of over $374,000 by criminals who required their victims to use virtual currency kiosks. Those investigations further demonstrate an upward trend in these scams as approximately 87% of those losses, or $326,360, were suffered between 2024 and 2026; and

WHEREAS, based upon the analysis of the Sunrise Police Department, 63% of all virtual currency kiosk victims in Sunrise are over the age of 60; and

WHEREAS, the Sunrise City Commission finds that the physical accessibility, speed, relative anonymity, and irreversibility associated with virtual currency kiosk transactions create risks that differ materially from ordinary retail payment transactions and from virtual currency transactions initiated by individuals through their own computers, mobile devices, or personal digital wallets; and

WHEREAS, victims of virtual currency kiosks fraud suffer substantial and almost always irrecoverable financial losses, and investigation of such offenses require significant municipal law enforcement resources and frequently do not lead to identification or apprehension of a suspect; and

WHEREAS, the Florida Legislature enacted Chapter 2026-178, Laws of Florida,

establishing certain regulations under Chapter 560, Florida Statutes, governing virtual currency kiosk businesses, including state registration and operational requirements; and

WHEREAS, the City recognizes and does not seek through this Ordinance to interfere with the State of Florida's regulation, registration, supervision, disclosure requirements, transaction requirements, refund requirements, or other regulation of money services businesses or virtual currency kiosk businesses under Chapter 560, Florida Statutes; and

WHEREAS, the City recognizes and does not seek through this Ordinance to infringe upon or regulate any device or entity to the extent such regulation is expressly preempted by Section 655.017, Florida Statutes, or other applicable state or federal law; and

WHEREAS, the Sunrise City Commission finds that the presence and operation of virtual currency kiosks within the territorial boundaries of the City presents a distinct, ongoing, and serious threat to the public health, safety and welfare appropriately addressed through the City's municipal police power; and

WHEREAS, the Sunrise City Commission finds that prohibiting the physical placement and operation of virtual currency kiosks within the City is reasonably related to the protection of the health, safety, and welfare of the public and constitutes an appropriate exercise of the City's home rule and police powers and further finds it to be in the best interests of its residents and visitors and that alternative methods exist to purchase virtual currency and conduct virtual currency transactions.

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

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

Section 2. That Chapter 7, Article IV, Division 4, of the Code of the City of Sunrise, Florida, is hereby created to read as follows:

Chapter 7 - Local Business Tax; Local Business Tax Receipts, and Business Regulations

Article IV. - Consumer Protection

* * *

Division 4. - Virtual Currency Kiosks.

Sec. 7-177. - ~~Reserved.~~ **Purpose and intent.**

Virtual Currency Kiosks are frequently used by criminals to manipulate, intimidate and threaten victims into using such kiosks to send cash. Without stronger federal, state or local regulations, there is no effective way to stop criminals from using virtual currency kiosks to victimize members of the community. The purpose of this Division is to protect the public from fraud, financial exploitation, theft, and related criminal activity associated with the use of publicly accessible virtual currency kiosks and to reduce the public safety and law enforcement burdens associated with such activity. This Division is intended solely to regulate the physical placement of virtual currency kiosks within the territorial limits of the City of Sunrise.

Sec. 7-178. - ~~Reserved.~~ **Definitions**

For purposes of this Division, the following words and phrases shall have the meanings set forth below:

"*Virtual currency*" shall mean a medium of exchange in electronic or digital format that is not fiat or government issued currency. The term does not include a medium of exchange in electronic or digital format that is:

(1) issued by or on behalf of a publisher and used solely within an online game, game platform, or family of games sold by the same publisher or offered on the same game platform; or

(2) used exclusively as part of a consumer affinity or rewards program and can be applied solely as payment for purchases with the issuer or other designated merchants but cannot be converted into or redeemed for currency or another medium of exchange.

"*Virtual currency kiosk*" shall mean an electronic terminal that enables a person to exchange fiat or government issued currency or virtual currency for virtual currency, including through the use of cash, payment card, or a virtual currency wallet, whether the terminal permits one-way or two-way transactions. A virtual currency kiosk may also be known as a "cryptocurrency ATM" or "Bitcoin ATM." For purposes of this Division, a virtual currency kiosk does not mean:

(1) a personal computer;

(2) a personal tablet or phone;

(3) a personal digital wallet or device used by its owner or authorized user to conduct a lawful virtual currency transaction;

(4) an ordinary point-of-sale terminal used by a merchant solely to accept virtual currency as payment for lawful goods or services provided by that merchant; or

(5) any device to the extent regulation of that device by the City is expressly preempted by Section 655.017, Florida Statutes, or other applicable state or federal law.

Sec. 7-179. - ~~Reserved.~~ **Prohibition**.

It shall be unlawful for any person or entity to install, locate, place, maintain, operate, or make available for the public or otherwise have in a location open to the public a virtual currency kiosk within the City. This prohibition shall not apply to a virtual currency kiosk owned and operated by the government for a governmental purpose or to any device or activity to the extent regulation thereof by the City is expressly preempted by Section 655.017, Florida Statutes, or other applicable state or federal law.

The prohibition in this Section applies regardless of the name, branding, configuration, ownership structure, transaction direction, or technology used by a device if the device otherwise meets the definition of a virtual currency kiosk under this Division.

Sec. 7-180. - ~~Reserved.~~ **Existing virtual currency kiosks; removal.**

Any prohibited virtual currency kiosk physically located within the City of Sunrise as of the effective date of this Ordinance shall be removed and shall permanently cease operation no later than sixty (60) calendar days following the effective date of this Ordinance.

Sec. 7-181. - ~~Reserved.~~ **Applicability; activities not prohibited.**

Nothing in this Division shall be construed to prohibit or regulate:

(1) the lawful ownership or possession of virtual currency;

(2) the lawful purchase, sale, exchange, storage, transfer, transmission, or receipt of virtual currency;

(3) the use of personal electronic devices or personal digital wallets to engage in an otherwise lawful virtual currency transaction;

(4) the acceptance by a merchant of virtual currency as payment for lawful goods or services through an ordinary point-of-sale system that is not a virtual currency kiosk;

(5) Blockchain technology, distributed-ledger technology, or any other lawful technology unrelated to the physical operation of a virtual currency kiosk within the city; or

(6) any activity that the city is prohibited from regulating by state or federal law.

Sec. 7-182. - ~~Reserved.~~ **Enforcement.**

(a) Any person, operator, host, property owner, tenant, occupant, business operator, or other responsible party who violates this Division may be subject to enforcement pursuant to Sections 2-116 through 2-126 of the Code of the City of Sunrise, Florida, and Chapter 162, Florida Statutes.

(b) The city may issue a notice of violation to any one (1) or more of the following:

(1) any person who knowingly installs, maintains, hosts, operates, permits, or causes a virtual currency kiosk to remain in violation of this Division;

(2) a tenant, occupant, or business operator exercising control over the premises upon which the virtual currency kiosk is located; and

(3) the owner of the property upon which the virtual currency kiosk is located.

(c) Each person or entity whose own conduct, control of the premises, or failure to act constitutes a violation of this Division may be held independently responsible for that violation. Enforcement against one responsible person or entity does not preclude enforcement against any other responsible person or entity for the same violation.

Sec. 7-183. - ~~Reserved.~~ **Violations.**

(a) Each virtual currency kiosk located in violation of this Division constitutes a separate violation regardless of whether one or more virtual currency kiosks are located on the same property or in the same area.

(b) The City Commission hereby declares all virtual currency kiosks located in the City of Sunrise in violation of this Division as a public welfare and safety violation.

(c) Any fine imposed pursuant to this Division shall accrue for each day that the violation continues, in accordance with Section 2-124 of the Code of the City of Sunrise, Florida, and Section 162.09, Florida Statutes, as may be amended from time to time.

Sec. 7-184. - ~~Reserved.~~ **Other remedies.**

(a) In addition to any penalties assessed pursuant to the Code of the City of Sunrise, Florida, or Chapter 162, Florida Statutes, the city may seek temporary or permanent injunctive relief, declaratory relief, or any other remedy available at law or in equity to enforce this Division.

(b) The remedies provided in this Section are cumulative and not exclusive.

(c) The city may recover its lawful costs of enforcement to the extent authorized by law.

(d) Nothing herein shall be construed to require the city to pursue any particular enforcement remedy before seeking another remedy authorized by law. The city may institute an action for temporary or permanent injunctive relief, declaratory relief, or other equitable relief without first exhausting administrative or code enforcement remedies, to the extent permitted by law.

Sec. 7-185. - ~~Reserved.~~ **Business tax receipts and other city approvals.**

The issuance of a city business tax receipt, zoning approval, certificate of use, building permit, electrical permit, or any other city permit, authorization, approval, inspection, or governmental action shall not authorize activity prohibited by this Division, shall not create a vested right to own, maintain, host, operate, or use a virtual currency kiosk within the city, and shall not constitute approval of a prohibited activity or estop the city from enforcing this Division.

Sec. 7-186. - ~~Reserved.~~ **State and federal law.**

Nothing in this Division is intended to:

(1) establish a municipal registration or licensure system for a virtual currency kiosk business;

(2) regulate matters expressly preempted by the State of Florida or the federal government;

(3) alter, diminish, supplement, or replace any obligation imposed upon a virtual currency kiosk business by Chapter 560, Florida Statutes, or other applicable state or federal law; or

(4) prevent a state or federal agency from exercising any jurisdiction or enforcement authority granted to such agency by law.

To the extent any provision of this Division could reasonably be construed in more than one manner, it shall be construed in the manner that preserves the city's lawful home rule authority while avoiding conflict with controlling state or federal law.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2026.

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:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Jami Ketchup, Director of Human Resources
Human Resources Department

ITEM #: 12.E. **C #:** 26302

ITEM TITLE:
First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 10 "Personnel," Article I "in General," Section 10- 1 "Personnel Summary," to Authorize the City Manager to freeze and unfreeze existing authorized employee positions; preserving existing approval requirements for the creation, abolition, and reclassification of positions; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

BACKGROUND INFORMATION:
Section 10-1(b)(1) of the City of Sunrise Code of Ordinances currently requires approval by the Finance Director, Personnel Director, City Manager, and City Commission by resolution for actions involving the creation, abolition, freezing, or reclassification of employee positions. It is important for the City Manager to have the authority to freeze and unfreeze positions at any given time, especially with the recent legislative impacts of Amendment 3 and the recent elimination of the 25% utility surcharge.

The proposed ordinance amendment would grant the City Manager discretionary authority to administratively freeze or unfreeze existing authorized positions without requiring City Commission action. This amendment is intended to provide greater operational flexibility and efficiency in managing staffing levels, vacancies, and departmental needs. The amendment does not change the existing approval requirements for creating, abolishing, or reclassifying positions, nor does it authorize additional positions or expenditures beyond the City Commission's approved budget.

Staff recommends approval of the proposed ordinance amendment to provide the City Manager with administrative discretion to freeze and unfreeze existing authorized positions while preserving the City Commission's authority over changes to the personnel complement and budgetary appropriations.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - 26302

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 10 "PERSONNEL," ARTICLE I "IN GENERAL," SECTION 10-1 "PERSONNEL SUMMARY," TO AUTHORIZE THE CITY MANAGER TO FREEZE AND UNFREEZE EXISTING AUTHORIZED EMPLOYEE POSITIONS; PRESERVING EXISTING APPROVAL REQUIREMENTS FOR THE CREATION, ABOLITION, AND RECLASSIFICATION OF POSITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, Section 10-1(b)(1) of the Code of the City of Sunrise, Florida, establishes approval requirements for the creation, abolition, freezing, and reclassification of authorized employee positions; and

WHEREAS, the City Commission desires to distinguish administrative decisions to freeze or unfreeze existing authorized positions from actions that create, abolish, or reclassify positions; and

WHEREAS, the City Commission desires to vest the City Manager with discretionary authority to freeze or unfreeze existing authorized positions, subject to applicable budgetary appropriations.

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

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

Section 2. That section 10-1(1) of the Code of Ordinances of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 10-1. Personnel summary.

(a) A personnel summary shall be included as a part of each budget adopted by the city commission at the beginning of the fiscal year.

(b) The personnel summary may be amended during the fiscal year in the following manner:

(1) An administrative department head may make a request to create a new employee position, abolish ~~or freeze~~ an existing position or reclassify an existing position. The request will take effect upon the approval of the finance director, the personnel director and the city manager, and by resolution of the city commission. The request shall be made on a form that is available from the personnel department.

The city manager shall have the authority to freeze or unfreeze any existing authorized employee position. A freeze or unfreeze under this subsection shall not constitute the creation or abolition of a position and shall remain subject to appropriations approved by the city commission.

(2) No new employee positions shall be created in any department which would cause the expenditures for that department to exceed the budget amount approved by the city commission. Any increase in budget expenditures by a department must be approved by the city commission as provided in section 5-112.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

underscored text are additions
~~scored-through~~ text are deletions

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
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SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Manager's Office

ITEM #: 17.A. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the City Manager, Mark S. Lubelski.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the City Manager. Please find attached to this agenda item a memorandum summarizing highlights of my accomplishments for the last year.

Mark S. Lubelski, City Manager
Anniversary Date: July 11th
Last Review Date: September 15, 2025

Excerpt from Employment Contract: Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee annually in August, beginning after the Employee has completed one year as City Manager. 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 his 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 1/2%) retroactive to the first full pay period following his 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.

FUNDING INFORMATION:
N/A

ATTACHMENTS:

CITY OF SUNRISE FLORIDA

Memorandum

To: Mayor and City Commissioners

From: Mark S. Lubelski, P.E., City Manager

Date: August 5, 2026

Re: 2025/2026 Accomplishments

I would like to thank each of you for your leadership and support over the last six years during my time serving as City Manager. It has truly been a pleasure and an honor to lead this organization. I have prepared this memorandum of accomplishments for the last year; however, these accomplishments are really a testament to the dedication and hard work of our esteemed employees across every department and at every level of our organization.

Community Programs/Enhancements:

- **Residential Fence Repair Incentive Program** - Continued this program to incentivize Sunrise residents to improve their fence through repairs or replacement. Since the program was launched in September of 2023, the City has assisted 155 families and has disbursed $74,294.40.
- **Residential Rehabilitation Assistance** - Provided assistance to 22 income-eligible households to provide health and safety improvements throughout their homes, including but not limited to impact windows and doors, heating, ventilation, and air conditioning, electrical, plumbing, and/or other interior improvements, representing $1,291,172 in State and Federal grant funding.
- **HOME Investment Partnership Program** - Provided home purchase assistance to 10 income-eligible households, representing $375,250 in Federal funding.
- **Free Senior Transportation Program** - Provided 1,089 Sunrise seniors with free transportation to and from medical facilities.
- **Youth Athletics Incentive Program** - Continued this community program, funded through the American Rescue Plan Act (ARPA), and provided 709 gift cards, a total value of $35,450, to eligible youth athletic program participants.
- **BrowardUP - Partnership with Broward College** - Through this partnership, Broward College Entrepreneurship Experience (BCEx) delivered 3 free

entrepreneurial and financial-readiness programs for residents, along with 2 Business Roundtables. We served a total of 80 students across the 3 classes and had 28 students graduate.

- **Food Distribution Events** - Held 4 free food distribution events in partnership with Torre Fuerte Church and Farm Share to provide fresh and canned food items to 2,000 families in need.
- **Tree Giveaway Program** - Provided 2,627 free trees to Sunrise residents throughout the year.
- **Tree Replacement Program** - Installed 345 trees in various rights-of-ways and facilities throughout the City as part of the Tree Replacement Program.
- **Residential Landscape Beautification Program** - Relaunched the City's Landscape Beautification Program to include new tree options and obtained a new contractor to provide services to residents. The first group included the installation of 11 trees at 6 homes.
- **Lien Amnesty Program** - Continued the Lien Amnesty Program to gain compliance with outstanding Code violations, facilitate property closings, and further serve as a public benefit by increasing property values throughout the City. Lien payments in the amount of $150,649 were received.
- **Boys and Girls Club Gary Wendt Teen Center** - Since opening in June 2024, 413 members have enrolled and participated in the Sunrise Teen Center. They also spent 3,069 hours in the Youth Education Success (YES) Program to promote academic success and excellence in standardized testing. Overall, the Teen Center provided 5,385 snacks and meals to Program participants. Among the Class of 2026, 5 graduating seniors were awarded scholarships by the Boys and Girls Club of Broward County. Additionally, 54 teens participated in college tours and 38 members participated in various career day events sponsored by the Boys and Girls Club of Broward County.
- **Civic Center Grand Ballroom/"Signature Sunrise"** - Completed renovations to the Civic Center Grand Ballroom, now re-branded as "Signature Sunrise", a premier event venue. Since reopening on October 6, 2025, Signature Sunrise has hosted 81 rentals and collected $183,460 in revenue.
- **Bridal Expo** - Hosted a successful Bridal Expo at the newly renovated Signature Sunrise ballroom to enhance brand awareness and community engagement, featuring dozens of vendors and attracting over 200 attendees to experience the enhanced facility.
- **Sunrise Vet Connect** - Launched a free monthly meetup for military veterans, their spouses, and caregivers. Hosted by the Sunrise Senior Center, the program features guest speakers, community resources, and opportunities for Veterans and their families to learn and socialize. The program averages 45 attendees each month.
- **Tunes 'N Trucks** - Expanded the City's popular concert series to 10 concerts, including 6 at the newly opened Sunrise Amphitheater, 2 at the City Park Amphitheater, and 2 at parks throughout the City.

- **Light up the Holiday Event** - Expanded the 2025 Holiday Event to include additional light displays and a drone show, while also incorporating the Winter Wonderland children's event amenities such as a snow slide, rides, and inflatables.
- **250th Independence Day Event** - Expanded the July 4th celebration in recognition of the country's 250th anniversary to include additional event amenities, such as a themed drone show, an LED dance performance by Light Balance, and light up foam sticks to enhance the participant experience.
- **Adopt-A-Street Program** - Adopt-A-Street groups held 24 cleanups with 515 volunteer hours to remove 777 pounds of trash from our local roadways.
- **Sunrise Teen Leadership Summit** - Hosted the 2nd Annual Teen Summit during Spring Break, empowering 60 teens to engage with government officials, connect with leaders and peers, voice key issues, build career skills, explore opportunities, and learn about local and state government.
- **Sunrise Small Business Academy (SSBA)** - Provided 38 Sunrise residents with training and resources for small business success. Since 2022, the program has supported 140+ small businesses with essential skills in finance, marketing, HR, and City resources to successfully launch and grow.
- **Sunrise Leadership Academy (SLA)** - Provided 11 Sunrise high school juniors/seniors with education, training and life skills to prepare them for future success. Since 2009, the program has graduated more than 300 alumni, some of whom have gone on to serve on boards, lead youth camps, or pursue full-time careers in the public sector, including at the City of Sunrise.
- **Sunrise Leadership Academy (SLA) Alumni Reunion** - Hosted the SLA Alumni Reunion - *Welcome Back*, bringing together 35 alumni across 2 sessions (morning and evening) for community reconnection, career readiness, professional branding guidance, and insight into City employment opportunities.
- **Resident Leadership Academy (RLA)** - Provided 17 Sunrise residents, nonprofits and business owners with valuable insight into City operations. Since 2019, the program has educated more than 200 Sunrise alumni through City Commission discussions, departmental presentations, facility tours, guest speakers, and volunteer opportunities.
- **Social Media Engagement** - Enhanced community awareness and engagement by implementing proactive, strategic, and collaborative communication campaigns that connected residents with essential events, programs, and resources. These targeted digital outreach efforts significantly expanded our public engagement footprint, achieving a total of nearly 3 million views across our social media platforms.
- **Marketing Outreach** - Expanded the City's promotional reach through innovative multimedia programming, highlighted by commissioning a dedicated 30-minute Inside South Florida: In Your Neighborhood special on WSFL-TV. The broadcast featured five local programs and facility showcases, reaching more than 120,000 viewers across two airings, website spotlights, and social media distribution.

- **Sunrise Serves Video Series** - Launched *Sunrise Serves*, an internally produced video series highlighting the direct impact of City programs and amenities on residents' daily lives. Created entirely in-house and distributed across digital channels, the series has driven strong community engagement, earning thousands of organic views and positive feedback.
- **Village Art Plaza** - Served as host to a variety of programs including Farmers Markets, Blanket Bingo, Yoga at the Plaza, Storytime, and new events such as Oktoberfest Night Market, Art of the Season Holiday Night Market, Village Art Bites Food Truck Events, and World Art Day.
- **New Composting Pilot Program** - Initiated implementation of a new Composting Pilot Program branded as the "Compost Club". It is anticipated that the Program will be rolled-out and able to accept its first food waste at the end of September 2026.
- **Business Spotlight Award Program** - Launched a new business recognition program to honor businesses that strengthen the local economy and enhance the community. The inaugural 2026 Business Spotlight Award Program received 70 nominations, with 3 winners to be recognized at a future Commission Meeting.
- **SmartView Utility Billing Portal** - Launched the SmartView Dashboard, a modern customer portal that integrates with the City's Advanced Metering Infrastructure (AMI) to provide real-time water and natural gas usage data. Residents can track daily and hourly consumption, view trends, compare billing cycles, and receive leak alerts, improving transparency, customer engagement, and cost management.
- **Facility Enhancements**:
    - Installed cameras and emergency call boxes at various parks to enhance public safety and security.
    - Replaced the 7 outdoor exercise equipment stations at Flamingo Road Linear Park with new, vibrantly colored units located throughout the park.
    - Completed the installation of golf cart paths and 2 new restroom facilities at The Bridges at Springtree Golf Club, and additional improvements are in progress, including interior and exterior painting and new flooring in the clubhouse, along with roof work, and sod installation.
    - Completed the rear parking lot renovation at the Sunrise Tennis Club, and additional improvements are underway, including interior and exterior painting, and upgrades to the lounge and pro shop.
- **Accessibility Enhancements**:
    - Completed the installation of ADA-compliant automatic push-button door technology to the City Commission Chambers doors to improve accessibility for residents attending the City Commission meetings.
    - Completed the installation of ADA-compliant automatic push-button door technology to the outdoor restrooms on the exterior of the parking garage to improve accessibility for patrons attending events at the Sunrise Amphitheatre.

- Initiated planning for the installation of ADA-compliant automatic push-button door technology to the outdoor doors of the Sunrise Athletic Complex, Sunrise Senior Center and Sunrise Athletic Club to improve accessibility for patrons attending these facilities.
- Completed critical curb enhancements in key public areas to ensure accessible routes for all mobilities.

Employee Initiatives:

- **Wellness Support for Employees** - Provided activities for employees including a series of programs and events designed to support employees' mental health, work-life balance, stress management, and financial wellness. Events included "Take a Moment for Wellness" activity, free massages, lunch and learn workshops, and virtual webinars. In addition, the City partnered with a new Employee Assistance Program (EAP) provider, CuraLinc Healthcare, which offers SupportLinc, a program that provides emotional health, mental well-being, and work-life balance resources to support our employees and their families during both personal and professional challenges.
- **Wellness Screening Program** - Implemented an innovative Employee Wellness Screening Program that provide eligible full-time and part-time employees with a one-time $900 allowance for advanced health screenings and body scans. The voluntary program promotes early detection and preventive care and is available regardless of enrollment in the City's health insurance plan. It is expected that employees will be able to schedule their screening in mid-August 2026.
- **Succession Planning** - Successfully promoted employees into 43% of our total vacancies in support of succession planning and embracing talent within the organization.
- **Employee Appreciation** - Hosted the annual **"Best of the Best Breakfast"** at the Bridges at Springtree Golf Club to honor employees who were awarded the Outstanding Performance Award, Quarterly Management Award, or Employee of the Year Award. The annual **Employee Appreciation Dinner** was held at the Hard Rock Hotel to recognize the contributions made by staff throughout the year and announce the recipients of the Employee of the Year and Manager of the Year awards.
- **Employee Service Awards Program** - Hosted the **RISE Ceremony** (Recognizing Incredible Sunrise Employees) to recognize and reward employees that achieved City service milestones of 5, 10, 15, 20, 25, 30, 35 and 40 years of service.
- **Family Friendly Employee Appreciation** - Hosted the annual **Employee Appreciation Picnic** at Markham Park, bringing employees and their families together to celebrate the hard work and dedication of staff serving the Sunrise community. The event featured a live DJ, traditional barbecue, carnival-style foods, rides, games, and inflatables, with total attendance reaching 1,009 participants. Organized **Take Your Child to Work Day** a Citywide event for employees' children

(ages 8–13), featuring Police and Fire Rescue demonstrations, a kids mock City Commission meeting, and a City Career Showcase. A total of 127 children attended the event. We also hosted the **Sunrise Summer Kickoff Family Field Day**, a free employee appreciation event celebrating the start of summer and recognizing employees for their dedication and service to the City of Sunrise. Employees and their families attended a fun-filled morning featuring outdoor games, music, face painting, refreshments, sweet treats, and activities for all ages.

- **Employee Appreciation** - The City Manager's Office Leadership Team hosted 3 Ice Cream Social events for employees to encourage camaraderie and enhance employee morale.
- **Three Pillars Training** - Continued training of all City employees on the Sunrise Three Pillars (Customer Service, Collaboration, and Transparency), achieving a total of 770 employees trained through June 2026.
- **Toastmasters Rising Star Society** - Expanded this employee development program with 3 new cohorts in partnership with Toastmasters International, supporting employee development in public speaking, communication, and leadership while fostering cross-departmental collaboration.
- **Human Resources Information Systems (HRIS) Enhancements:**
    - **Pre-Boarding & Onboarding Automation** - Implemented a pre-onboarding portal with automated checklists to initiate and track background checks, medical and drug screenings, and required documentation, improving visibility, consistency, and efficiency.
    - **System Integration & Data Automation** - Launched integration between NEOGOV and Tyler to automate new hire data flow, reducing manual entry and improving data accuracy.
    - **Performance & Learning Integration** - Integrated LEARN with Perform, enabling supervisors to assign targeted training aligned with performance management, employee development, and succession planning.
    - **Process Automation & Workflow Improvements** - Expanded electronic Personnel Action Forms (PAFs) by action type, enhancing reporting, improving data accuracy, streamlining approval workflows, and promoting sustainability.
- **eForms Implementation & Digital Transformation** - Implemented eForms to transition key processes from paper to fully digital workflows, standardizing forms and improving efficiency and accessibility across departments. The platform supports real-time tracking, automated routing and approvals, reduced processing time, improved data integrity, lower cost and enhanced recordkeeping and audit readiness.
- **Developing a High-Performing Workforce** - Continued enhancements to the City's LEARN platform strengthened employee growth and organizational excellence. By June 2026, employees had completed 2,009 courses in the new system, totaling 2,380 training hours, reflecting strong engagement in professional development and supporting consistent, high-quality training across departments.

- **Alternative Work Schedule (AWS) Pilot Program** - Launched an Alternative Work Schedule Pilot Program, providing eligible full-time employees with a three-day weekend every other week while expanding service levels and operational effectiveness by extending business hours throughout the City. This initiative supports employee well-being, work-life balance, recruitment, retention, and workforce engagement.

Grants Received:

- Awarded grant funding through Broward County MAP Broward for the construction of drainage improvements along Sunset Strip from NW 107th Avenue to Sunrise Boulevard - **$1,125,000**.
- Awarded grant funding through Resilient Broward for Basin 15 drainage Improvements including culvert upgrades for existing culverts at crossings located along NW 50th Street and NW 52nd Street - **$500,000**.
- Awarded additional grant funding through the FL Department of Environmental Protection for the Comprehensive Vulnerability Assessment - **$14,976**.
- Awarded a Year 3 technical services and software grant through the FL Department of Management Services for cybersecurity at no cost to the City.
- Awarded grant funding through the FL Department of Law Enforcement for Identity Theft and Fraud operations to reimburse for overtime investigations- **$10,000**.
- Awarded grant funding through the FL Department of Transportation for the Impaired Driving Initiative to reimburse overtime for data-driven high visibility enforcement and educational programs, focusing on interstate speed prevention operations - **$50,000**.
- Awarded grant funding through the FL Department of Transportation for Speeding and Aggressive Driving Initiative to reimburse Police Officer overtime to conduct data-driven high visibility enforcement with the goal of reducing speeding-related fatalities and injuries - **$75,000**.
- Awarded grant funding through the FL Department of Transportation – Subgrant for Highway Traffic Safety Funds to reimburse overtime for Occupant Protection and Child Passenger Safety Initiative - **$75,000**.
- Awarded grant funding through the FL Department of Transportation Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program for overtime high visibility education and enforcement operations - **$35,000**.
- Awarded grant funding through the FL Department of Health to implement an Opioid Co-Responder Program aimed at providing post-overdose support - **$344,998**.
- Awarded grant funding through the FL Department of Health for Emergency Medical Services to support the Fire Department- **$7,165**.
- Awarded grant funding through a federally funded Community Development Block Grant CARES (CDBG-CV) subgrant for installation of public Wi-Fi at City Park, Village Beach Club, and Roarke Hall to expand free, reliable internet access for

residents and visitors at these community facilities - **$125,623.**

Capital Projects:

- **Sunrise Amphitheater and Great Lawn** - Completed the renovation of the amphitheater and great lawn venue featuring 5 tiers of seating, a 2,500-person capacity lawn, theatrical lighting, and enhanced audio for concert events. A **Grand Reopening and Ribbon Cutting** celebration was held on October 4, 2025, for the public to enjoy the newly upgraded space.
- **Sunrise Amphitheater Public Wi-Fi** - Initiated construction of public Wi-Fi infrastructure at the Sunrise Amphitheater to provide scalable, reliable wireless coverage for attendees, performers, vendors, and City staff during high-density public events. This project is expected to be concluded in September 2026.
- **Sunrise Tennis Club Parking Lot Renovation** - Completed the renovation of the Sunrise Tennis Center Parking Lot. The project included a new asphalt parking lot, drainage improvements, pedestrian connection to the facility, lighting, a clay dumpster enclosure, guardrails, landscaping and irrigation.
- **Citywide Bus Shelters – Phase 2** - Completed the construction of a new bus shelter located at the Village Art Plaza.
- **Fire Station 83 and 92 - Bay Doors Replacement** - Completed replacement of the Bay Doors at both Fire Stations with Hurricane rated doors.
- **Veterans Park Playground Shade Structure** - Completed the construction of shade structures over the playground equipment at Veterans Park.
- **Sunset Strip Park at NW 109th Avenue** - Progressed construction of this new park that converts an existing unused paved area into a new park with open multipurpose green space, landscaping, and irrigation. This project is expected to be concluded in September 2026.
- **Springtree Wastewater Treatment Plant Equipment & Storage Building** - Completed construction of a new 6,000 square feet building at the Springtree Wastewater Treatment Plant on a parcel purchased by the City in 2016. This building includes the City's first solar photovoltaic array, capable of producing approximately 10 kwh of solar power.
- **Allegro and Laguna Service Line Replacements** - Completed construction to replace approximately 207 water service lines throughout the Allegro and Laguna communities located between Flamingo Road and NW 136th Avenue.
- **Advanced Metering Infrastructure (AMI)** - Progressed the implementation of the new Advanced Meter Infrastructure (AMI) Project, which replaces the City's manual read water and gas meters. This project allows all utility meters to now be read remotely, which streamlines operations, reduces costs and promotes sustainability. Currently we have replaced over 43,000 water meters and 6,500 gas meters with the project expected to be concluded in October 2026.
- **Springtree Wellfield Maintenance Improvements** - Completed construction of various improvements at the Springtree wellfield, including paved maintenance

paths for vehicle access, installation of drain/purge lines, and construction of two restroom facilities.

- **Springtree WTP Improvements Phase 1** - Completed construction of the conversion of the former Reverse Osmosis treatment to Nano Filtration Treatment at the Springtree Water Treatment Plant.
- **Sunrise Golf Village Infrastructure Improvements** - Progressed construction of the Sunrise Golf Village Infrastructure Improvements, including water mains, force mains, drainage improvements and milling and resurfacing of all affected roadways within the project limits. This project is nearing completion.
- **Hiatus Road Trailhead Park** - Completed construction of the Hiatus Road Trailhead Park, the newest addition to the City of Sunrise municipal parks, which opened on February 16, 2026. It features a butterfly garden, walking path, seating, a bike rack, and a bike repair station. The work was designed and completed by City staff.

Public Art:

- **Master Plan** - Finalized and adopted City's first ever Public Art Master Plan.
- **Village Art Plaza** - Purchased 2 art sculptures and selected 7 new temporary art sculptures to be displayed at the Village Art Plaza.
- **Flamingo Linear Park** - Installed 4 new temporary art sculptures to be displayed at Flamingo Linear Park.
- **1200 Sunset Strip Parking Lot** - Completed the Caribbean garden sculpture and held a community ribbon cutting ceremony.
- **Panthers on the Prowl Art Sculpture** - In partnership with the Florida Panthers, the City commissioned the "Panther Under Glass" stained-glass mosaic art sculpture, featuring Everglades sunsets and native wildlife, which is displayed at City Hall.

Economic Development:

- **Baptist Health South Florida Hospital** - Baptist Health Hospital held their groundbreaking event and are working on finalizing their building permits to begin construction. The estimated value of the project is $500 million.
- **Broward Health Free Standing Emergency Department** - Broward Health completed construction of a free-standing Emergency Department in central Sunrise and held a ribbon cutting ceremony. Scheduled to see first patients August 4, 2026.
- **Pat Salerno Drive** - Construction of the full interchange on Pat Salerno Drive is expected to start next year. This will help alleviate traffic in western Sunrise and prepare for the future development in our Business and Entertainment District.
- **Freebee On-Demand Transportation Services** - Continued this popular free transportation program, which serviced 62,000+ passengers in 2025 and

continues to grow each year. Vehicles are custom branded and showcase an animated slideshow of City amenities and programs, and economic development. Presented a new Transportation Special Assessment as part of the Proposed Budget to fund this Program in FY 2026/2027.

- **New Multifamily and Townhome Projects** - Projects totaling over 3,000 new units are in various stages of planning and development throughout the City. Below are highlights of the new residential development projects in Sunrise:

  Workforce Housing

  - **Pine Island Park** - Located west of Pine Island Road on the South side of NW 44th Street. This project will have 120 multifamily units between 30% and 70% Area Median Income (AMI). This Live Local project is currently under construction.
  - **Sunset Strip Square** - Located at 1577 Sunset Strip. This project will have 29 single family homes up to 120% AMI that will be for sale. The project is in the building permit phase and is expected to start construction in the next few months. Sunrise residents and employees received the "First Look" and the first chance to reserve a lot/new home before sales opened to other interested buyers. During the First Look period, 68 individuals completed interest forms requesting additional information about the project.
  - **Vista at Springtree** - Located at 3100 N University Drive. This project proposes 96 units between 30% and 80% AMI with a small commercial component. This Live Local project is currently in the development application stage with concurrent permitting construction anticipated to commence later this year.

  Mixed-Income Housing

  - **The Ray** - Located on the northwest corner of Sunrise Boulevard and Sunset Strip. This proposed catalyst project includes mixed-use with 400 units, with 132 restricted up to 120% area median income. The project has received Site Plan approval and is currently in the permitting phase. The City has also entered into an economic incentive agreement for The Ray project to support a key opportunity site in eastern Sunrise.
  - **Solterra** - Located on the former Sunrise Golf and Country Club site in eastern Sunrise. Final site plan approval was received for 400 single-family homes and 500 townhomes. The project and offsite improvements are in various phases. The preliminary site work is almost complete, construction of offsite improvements on NW 30th Place have commenced, and construction of onsite infrastructure and homes are expected to begin this summer.
  - **Caroline at Sunrise** - Located near the southwest corner of Oakland Park Boulevard and N Pine Island Road. This project includes 412 apartments and 40 townhomes and will be built on the land where the former ice rink and red barn were located. The site has been cleared in preparation for the development, and the project is in the permitting phase. Site work began in May, with infrastructure and building construction expected this summer.

Market Rate Housing

- **Sunrise Gardens** - Located on the northwest corner of Oakland Park Boulevard and University Drive. This is a 235-unit apartment complex on the former BJ's Wholesale site. All 6 buildings have been completed and the project is in the final closeout stages with Certificate of Occupancy under way.

- **Metropica** - Located on the northeast corner of Sunrise Boulevard and NW 136th Avenue. This project received approval of an amended Development of Regional Impact Development Order to increase the total high rise dwelling units from 2,500 to 3,000 and increase office from 785,000 to 925,000 square feet in which the additional office space is restricted to the City owned parcel within the Metropica DRI. In addition, a revised master plan was approved and infrastructure permits for Pod A, the southern 20 acres, were issued and site work commenced in May.
- **Sunrise Town Center** - Located on the northeast corner of Oakland Park Boulevard and University Drive. This is a redevelopment project including the demolition of the vacant building in the Sunrise Town Center and the construction of a new Publix and façade improvements. This project received site plan approval and is in the permitting phase. The project is expected to commence construction this fall.
- **Jamco** - Located at the old Roller Hockey site, off NW 103rd Avenue, south of NW 53rd Street. This is approximately a 40,000 square foot office/warehouse building with adjacent outdoor storage building. This project is in the permitting phase and expected to begin construction this summer.
- **Amerant Bank Arena LUPA** - The Land Use Plan Amendment (LUPA) is expected to be presented to the City Commission for 1st reading in August. Subsequently, the LUPA will proceed to the Broward County Commission and state review agencies prior to being presented to the City Commission for 2nd reading. Following the LUPA process, the master planning process for this development will commence.
- **Enspire** - Located on the south side of Oakland Park Boulevard, between NW 64th Street and NW 68th Avenue. This project proposes 2 multi-family residential buildings with 229 units. Fifty-seven of the multi-family units are planned to be restricted as affordable housing units at the moderate-income level, 120% area median income. The rezoning and site plan applications are expected to be presented to the City Commission in the upcoming months.
- **Goddard** - Located on an outparcel of the Sawgrass Mills mall, at 2600 Sawgrass Mills Circle. This project received approval to convert the existing vacant building to a Goddard School: Preschool & Daycare/Early Childhood Education. The project is currently in the permitting phase.
- **Uniform Signage Plans** - Adopted an amendment to the Uniform Signage Plan for the Sawgrass Mills mall and the Amerant Bank Arena. Approved a Uniform Signage Plan for Baptist Health South Florida Hospital and Caroline at Sunrise multi-family development.

- **Building Division Fee Schedule** - Amended the Community Development Department "Building Division Fee Schedule" to adjust the percentage-based permit fees for new construction, additions, and alterations.

Code Amendments:

- **Update Sign Code Regulations** - Continued public engagement with the community to seek critical input from both the business community and the residents of the City related to sign code regulations.
- **Planned Unit Development & Revisions** - Amended the City Code to provide a waiver for up to 15% reduction in the minimum unit size (floor area) for affordable housing projects to promote affordable housing in Sunrise.
- **Certified Recovery Residences** - Amended the City Code to create procedures to comply with state law related to requests for reasonable accommodation to establish a certified recovery residence, while preserving the overall intent and purpose of the City's planning and land use regulations.
- **School Zone Speed Detection** - Amended Chapter 14 of the City code, "Traffic and Motor Vehicles," by creating Article IV entitled "Speed Detection Systems in School Zones," authorizing the use of the school zone speed detection systems.
- **10-Year Water Supply Facilities Work Plan** - Adopted an Amended 10-year Water Supply Facilities Work Plan and amended the City of Sunrise Comprehensive Plan to strengthen coordination between water supply and Local Land Use Planning.
- **Procedures for Consideration of Rezonings** - Amended the City Code to revise the procedures for consideration of Rezonings. Under this amendment, most rezoning applications will be scheduled for a first reading and subsequently considered at a single quasi-judicial public hearing during second reading.
- **Electric Bicycles, Motorized Scooters, and Motorized Mobility Devices in Public Parks** - Amended Chapter 14 "Traffic and Motor Vehicles," Article I to prohibit the use of electric bicycles, motorized scooters, and motorized mobility devices in public parks except on park roads and in designated parking areas.

Other Accomplishments:

- **Distinguished Budget Award** - Awarded the Distinguished Budget Award by the Government Finance Officers Association (GFOA) for the 13th consecutive year.
- **Certificate of Achievement for Excellence** - Awarded the Certificate of Achievement for Excellence Financial Reporting for our Annual Comprehensive Financial Report (ACFR) by the GFOA, for the 31st consecutive year.
- **Tree City USA** - Recognized as a **Tree City USA**, for the 38th year.
- **Bicycle Friendly Community** - Maintained the City of Sunrise designation as a Bicycle Friendly Community with a Bronze level award from the League of American Bicyclists.

- **Impact Fee Study** - Hired a consultant to review the City's Impact Fee Schedule and make recommendations for adjustments to the Impact Fee Schedule that are compliant with state law.
- **City of Sunrise Schools** - The Broward County School Board identified Bair Middle School for closure. As a result of extensive advocacy efforts, Bair Middle School was removed from the proposed closure list and remained open.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Felicia M. Bravo, City Clerk
City Clerk's Office

ITEM #: 17.B. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the City Clerk, Felicia M. Bravo.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the City Clerk.

Felicia M. Bravo, City Clerk
Anniversary Date: February 13th
Review Period: February 13, 2025 - February 12, 2026
Last Review Date: September 15, 2025

Because the review date is six months after the anniversary date, both FY 23/24 and FY 24/25 YTD accomplishments are attached.

Excerpt from Employment Contract:
Section 2 (C): Benefits. In exchange for her services as City Clerk, Felicia M. Bravo shall receive the following benefits...Unless otherwise provided by this Agreement, all benefits provided to the General Employee Executive/Management personnel as designated in the City's Executive/Management Ordinance at the same level at which they are being provided as of the date of this Agreement, as well as any additional benefits or increases. If the City Commission approves an annual merit increase for Executive/Management personnel, Felicia M. Bravo shall receive the merit increase on her anniversary date.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Accomplishments FY 2024-2025

Accomplishments FY 2025-2026 YTD

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2025

Re: FY 2024-2025 City Clerk's Office Accomplishments through July 2025

The City Clerk's Office has had a productive year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects would enhance transparency, require collaboration with other departments, all while improving internal and/or external customer service. An Administrative Officer I was hired in late January 2025. The following provides an update related to each project and information about additional activities and improvements by the City Clerk's Office.

Addition of 16th City Advisory Board – AIM Advisory Board

On October 8, 2024, the City Commission created the Accessibility, Inclusion and Mobility (AIM) Advisory Board. The 11-member board has strict membership qualifications. The City Clerk's Office created an online application with specific questions related to the board membership requirements. The Office contacted appropriate organizations to identify potential members and to ensure the applicants met the requirements. Staff confirmed each applicant completed and passed background checks. The new AIM Board brought the total number of board members to 140.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is on a par with last fiscal year's record number of public records requests. While the present method of processing has worked well to date, efficiencies may be found by using an intermediary to receive the requests. A Program Modification for public records processing software as a service (SaaS) was included in the proposed FY 2025/2026 City Clerk's Office budget for your consideration.

Implementation of Campaign Finance Software as a Service (SaaS)

In June 2025, the City Commission adopted a resolution allowing for the submission of Campaign Finance Reports through an electronic filing system. The same evening, the City Commission approved a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City. The Supervisor of the Elections Office has since advised that it is reviewing their partnership with VR Systems, Inc. As a result, an executed agreement has not been returned. However, another company, EasyVote, has improved its software to include a two-step approval process for the reports and it is a now viable solution. EasyVote is used by 33% of Broward County municipalities.

City-wide Training on the Sunshine Amendment

The City Clerk's Office is eager to continue the training of City staff regarding both the Public Records Law and the Open Meetings Law. In mid-August, the City Clerk's Office will once again provide department-specific training regarding the Sunshine Amendment. This training is in addition to board liaison and board member Sunshine Amendment and ethics training.

Online Lien Inquiries Software as a Service (SaaS)

Software services that respond to lien inquiries have been in the marketplace for many years. In the past these services were explored but not utilized because the City's land management system was incompatible. The City now uses enterprise software. Staff from Community Development, Finance and the City Clerk's Office met with three different vendors to see how the products performed. There are concerns that the software may not be able to handle the various ways in which lien fines are calculated. In order to test the software, both lien inquiry processes would need to run concurrently for 30 days to ensure the software output is accurate. If the software is able to perform properly, the Public Service Division would be the major beneficiary, but the Code Compliance Division would have to continue using the current method due to the complexity of property maintenance and code compliance liens.

Historical Museum

The City Clerk's Office is processing 53 boxes from offsite storage that contain historical documents, articles and artifacts. Once the contents of each box are confirmed and correctly catalogued as necessary, the City Clerk's Office and City Manager's Office will proceed with the initial selection of documents and artifacts for display.

Automated Document Routing and Management

Currently, routing documents for signature is a highly manual process. City staff are examining opportunities to use digital signatures, which opens up the possibility of routing, executing and managing documents digitally. Implementation would allow staff from multiple departments to see the status of a document during the routing process. The City Clerk's Office is researching viable systems.

Sunshine Amendment Training for New Employees

As part of the onboarding process in the City, training on the Public Records Law and Open Meetings Law should be mandatory for all new employees. The training could be conducted once a month or quarterly at a central location.

Additional Projects/Improvements

In addition to the above-listed efforts, the City Clerk's Office has also moved forward with other projects and improvements.

- Addition of two new staff members in 2024 and 2025. Deputy City Clerk Lina Zapata joined the office in late August 2024 and Administrative Officer I Mariana Esposito began in late-January 2025. Both are working toward obtaining their Certified Municipal Clerk (CMC) designations through various training opportunities.
- The Office is working with IT to create an off-site records management request form in SharePoint which will standardize the manner in which departments submit their requests to the City Clerk.
- The Office is working with IT to create an online retirement plan board voting system using Microsoft 365. It is approaching the testing phase.
- A standardized records exemption notification form is in development.
- To provide easier access to the Commission and Boards webpage for residents, the Office worked with Marketing to develop flyers with QR codes which take prospective board members directly to the webpage, which has a link to the board application.
- Board rosters were modernized to make it easier to change and add additional information.
- The monthly public meetings notice was modernized to make it easier to change and add additional information.

All of the projects and process improvements moved forward while maintaining the regular duties of the office, which include processing lien inquiries, recording documents, maintaining Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk's Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2026

Re: To-Date FY 2025-2026 City Clerk's Office Accomplishments

The City Clerk's Office has had a productive fiscal year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects enhanced transparency, required collaboration with other departments, all while improving internal and/or external customer service. Several of those projects were funded in the FY 2025/2026 budget. The following provides an update related to those projects and information about additional activities and improvements made by the City Clerk's Office.

Ongoing Professional Development of City Clerk Staff

The City Clerk's Office continued to prioritize professional development by ensuring all staff participated in position-appropriate education and training throughout the year. These efforts support the knowledge, skills and abilities required to provide exceptional service and regulatory compliance within and beyond the Office. As a result, Deputy City Clerk Lina Zapata earned her Certified Municipal Clerk (CMC) designation in January 2026.

Implementation of Campaign Finance Software as a Service (SaaS)

In December 2025, the City Clerk's Office successfully implemented a cloud-based Campaign Finance Software as a Service (SaaS) platform, transitioning all municipal candidates to an online campaign finance reporting system. The new platform streamlines the filing process by allowing candidates to electronically submit required campaign finance reports, reducing reliance on paper filings and improving accessibility for both candidates and the public.

The transition was completed smoothly with minimal disruption to candidates. City Clerk staff provided guidance and support throughout the implementation process, ensuring users were able to navigate the new system effectively. The online platform enhances efficiency,

improves the accuracy and timeliness of campaign finance reporting and increases transparency by making campaign finance information more readily available to the public.

Transition to Granicus' Peak Agenda/SwagIT

As Granicus' NovusAgenda, MediaManager, and LiveManager agenda management and meeting streaming service platforms reach end-of-life, they are being replaced with newer solutions: Granicus' Peak Agenda/SwagIT.

Peak Agenda Management offers the flexibility required to support the City's agenda workflow and approval process. SwagIT provides live streaming through the City's website and supports simultaneous broadcasts to Facebook and YouTube. In addition, SwagIT offers both partially managed and fully managed video production services.

Residents will be able to access meeting transcripts and select any word or section of the transcript to navigate directly to the corresponding point in the meeting video. These enhanced features will provide a more user-friendly experience by making it easier for residents to locate specific agenda items, follow meeting discussions, and quickly access the information most relevant to them.

Implementation is underway and includes extensive workflow configuration and staff training. The SwagIT meeting streaming services portion of the project will launch in several weeks, while the Peak Agenda Management portion will roll-out toward the end of the calendar year.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is far outpacing last fiscal year's number of public records requests. While the present method of processing requests has worked well in the past, efficiencies may be found by using an intermediary to receive the requests. The FY 2025/2026 City Clerk's Office budget included funding for a public records processing software as a service (SaaS) platform. The City Clerk's Office invited the Police Department to join the effort with their own request portal within the software.

Implementation is underway with both departments, including workflow configuration and staff training, with a soft launch anticipated in September. The new platform will streamline request processing, improve tracking and communication with requestors, and enhance transparency and reporting.

Document Management System Migration

In collaboration with the Information Technology Department (IT), the City Clerk's Office is transitioning from the unsupported Optiview Document Management software to Tyler Content Management (TCM). The new system will provide a platform for managing official

City records and improve long-term records management. The project is currently in the testing phase, with staff validating system functionality and preparing for implementation.

Off-site Records Management Workflow Improvement through Microsoft SharePoint

In collaboration with the Information Technology (IT) Department, the City Clerk's Office implemented a SharePoint-based workflow to standardize the submission and tracking of requests related to off-site records. The new process provides departments with a consistent, centralized method for requesting records, improving efficiency, enhancing tracking and accountability, and reducing processing time for record retrievals and returns.

All of the projects and process improvements moved forward while maintaining the regular duties of the Office, which include processing lien inquiries, recording documents, maintaining a Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk’s Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 17.C. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police, Daniel J. Ransone.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the Chief of Police.

Daniel J. Ransone, Chief of Police
Anniversary Date: December 12th
Last Review Date: September 15, 2025

Excerpt from the Employment Contract:

As per Article 5: Compensation in the Chief of Police Contract.

5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employees annually by December 31st of each year or within sixty (60) days thereof, beginning after the Employee has completed one year as Chief of Police.

And

5.3 COLA: Commencing on the date this Agreement is fully executed by the parties, Employee shall receive any prospective pay plan adjustments (cost of living adjustments (COLA)) and lump sum payments that are made available to the General Executive/Management employees, provided the same are payable for services provided after the effective date of the Agreement. The first available date for a COLA and/or lump sum payment would be October 1, 2024.

FUNDING INFORMATION:

N/A

ATTACHMENTS:

Chief Ransone Performance Review

Sunrise Chief of Police Ransone Law Enforcement Exec of the Year

Memorandum

To: Mayor and City Commissioners

From: Daniel J. Ransone, Chief of Police

Date: August 6, 2026

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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As we reflect on the past year, I am reminded that the strength of a police department is measured not only by the results it achieves, but by the character, commitment, and resilience of the people who make those achievements possible. The Sunrise Police Department has continued to demonstrate what it means to serve with purpose, embracing the challenges of a changing profession while remaining firmly grounded in the values of integrity, accountability, compassion, and excellence.

This annual review is more than a presentation of accomplishments and statistics. It is a reflection of the dedication and professionalism demonstrated every day by the men and women of the Sunrise Police Department. Their commitment, often displayed under the most demanding circumstances, represents the very best of our profession and serves as the foundation upon which this department continues to grow.

I would like to extend my sincere appreciation to the Mayor and City Commissioners for your continued leadership, confidence, and support. Your partnership and commitment to public safety have been instrumental in allowing the Sunrise Police Department to continue advancing its mission and preparing for the challenges ahead.

Facts and Data:

- **Employee Snapshot** -The Sunrise Police Department is comprised of 177 sworn law enforcement professionals, 90 general employee professionals, and 14 Broward Police Academy Recruits who are set to graduate in the coming months. I recognize our Sunrise Police family as they are the lifeblood of our department, each working together to achieve the greater good.

- **Recruitment** -2025 and 2026 have been a monumental year for our Personnel Unit as they vetted, processed, and hired a record number of new employees. Working in collaboration with the City's HR Department, our Personnel Unit was able to continue working with the NEOGov platform, streamlining the entire hiring and on-boarding process with enhanced cross departmental communication and cooperation.

- **Succession Planning**



Building and sustaining the department's future leadership has been a central focus of our organizational strategy. Recognizing the evolving needs of the Sunrise Police Department, we have intentionally designed a succession planning process that prepares the next generation of leaders while ensuring continuity of operations and organizational excellence.

Throughout the past year, we have established a structured framework that identifies leadership potential through objective performance measures and meaningful developmental opportunities. By engaging personnel across all ranks, we have gained valuable insight into the factors influencing employee retention and career advancement. This approach has allowed us to proactively address the impact of experienced personnel leaving the organization while creating clear pathways for motivated employees seeking to expand their leadership responsibilities.

Our commitment to developing talent from within has fostered a culture where leadership potential is recognized, cultivated, and rewarded. Individuals demonstrating exceptional character, initiative, and leadership aptitude have been selected to participate in focused development initiatives that include advanced training, mentoring relationships, and broadened operational assignments. Through these intentional investments, we are strengthening leadership at every level of the organization and ensuring the Sunrise Police Department is prepared to meet future challenges with a capable, confident, and resilient leadership team.

- **Calls for Service** -The City of Sunrise Police Department utilizes a unique, comprehensive, and multifaceted approach to our crime reduction strategy. The foundation of our strategy is built upon core principles of fostering trust and legitimacy, investing in community-based prevention and intervention, setting strategic enforcement strategies, and an open and honest review of our efforts. These principles are recommended by the Department of Justice and provide a macro view of our overall strategy. As Chief of Police, I am equally focused on the microcosm of every interaction we have with members of our community. We take great pride in our authenticity, empathetic nature, and accountability. The practical application of our core tenants has led to a rise in public trust and a decrease in property crimes such as residential and conveyance burglaries, as well as a decrease in persons crimes such as robbery and assault. From January 2025 to the beginning of 2026, a review of our efforts shows an average 22% decrease in the aforementioned areas. This metric is part of why the City of Sunrise is the best place to live, work, and play.

Internal Growth:

- **Mental Health Awareness** -This year we proudly partnered with Firstgevity. Firstgevity is a virtual health and wellness platform designed specifically for first responders, law enforcement officers and their families. It aims to reduce on-the-job stress, prevent physical injuries and promote long-term physical and mental resilience. Firstgevity has four main core focus areas:

  - **Injury prevention**: Tailored mobility routines, back pain relief, and physical training designed for the physical demands of duty.

  - **Mental Resilience**: Tooled and guided sessions to process high stress situations, improve sleep and manage anxiety.

  - **Nutrition**: Practical meal planning and dietary guidance suited for shift work.

  - **Accessibility**: Short on-demand classes (5 to 30 minutes) built to fit unpredictable schedules.

  Firstgevity doesn't just help our officers stay healthy, resilient and ready for the job, but for the life and family waiting for them when they get home.

- **Welcoming New Leadership:**



Eric Bates assumed his new role as our Deputy Chief. This appointment reflects our commitment to strong leadership, professional excellence, and continued service to our community.

Deputy Chief Bates brings a wealth of law enforcement experience, demonstrated leadership, and a proven commitment to public safety. Throughout his career, he has earned the respect of colleagues and community members through integrity, sound judgment, and a collaborative leadership style. His experience in operations, personnel development, community engagement, and strategic planning will be invaluable as he helps guide the department into the future.

As Deputy Chief, he will work closely with me to oversee departmental operations, support our officers and professional staff, strengthen community partnerships, and advance initiatives that promote transparency, accountability, and organizational excellence.

I am confident that the Deputy Chief's dedication to service, commitment to ethical policing, and passion for building positive relationships with our community will make him an outstanding addition to our leadership team.

- **Trust and Transparency:** The City of Sunrise Police Department is committed to building lasting relationships with the community through a wide variety of outreach

programs, public meetings, and community engagement events designed to foster trust, transparency, and open communication. Throughout the year, the department hosts and participates in events such as Coffee with a Cop, National Night Out, Community Police Academy, neighborhood association meetings, school visits, youth engagement programs, business outreach initiatives, public safety forums, and crime prevention workshops. Department leadership also attends city commission meetings, community advisory board meetings, and other public forums to provide updates on department initiatives, discuss crime trends, answer questions, and receive valuable feedback from residents. These opportunities encourage meaningful dialogue, strengthen partnerships, and promote mutual understanding between law enforcement and the community. By maintaining an active and visible presence at community events and creating accessible opportunities for conversation, the department reinforces its commitment to accountability, transparency, and collaborative problem-solving. These ongoing efforts help build public confidence, enhance community partnerships, and ensure that policing strategies reflect the needs and priorities of the residents we proudly serve.

New Technology:

- **License Plate Readers**: The Police Department's License Plate Reader (LPR) Program is a public safety tool designed to assist officers in preventing and investigating crime while enhancing the efficient use of law enforcement resources. LPR technology uses specialized cameras to capture images of vehicle license plates visible from public roadways and automatically converts the plate information into searchable data. The system compares license plate numbers against authorized law enforcement databases to identify vehicles associated with stolen vehicles, wanted persons, missing persons, AMBER Alerts, felony warrants, and other legitimate public safety notifications.

  In addition to providing real-time alerts, LPR data can be used as an investigative resource to help identify vehicles associated with criminal activity, establish investigative leads, corroborate witness statements, and assist in locating suspects or missing persons. The program supports investigations involving property crimes, violent crimes, traffic-related offenses, and other incidents where vehicle information is relevant.

  The department operates the LPR Program in accordance with applicable federal and state laws, departmental policies, and established privacy protections. Access to LPR data is restricted to authorized personnel for legitimate law enforcement purposes, and all system use is subject to auditing and oversight. Data retention and dissemination are governed by department policy to ensure accountability, safeguard individual privacy, and maintain public trust.

  By leveraging LPR technology responsibly and transparently, the department enhances its ability to protect the community, improve investigative effectiveness, and support proactive policing while respecting the privacy and civil liberties of the public.

- **School Zone Speed Cameras**: The Police Department's School Zone Speed Camera Program is a traffic safety initiative designed to improve roadway safety and protect

children, parents, school staff, and pedestrians in designated school zones. The program utilizes automated speed enforcement technology to identify vehicles traveling above the posted speed limit during designated school zone enforcement periods. By encouraging compliance with speed limits, the program aims to reduce speeding, decrease the likelihood and severity of traffic crashes, and create a safer environment for students traveling to and from school.

The School Zone Speed Camera Program serves as a proactive safety measure that complements traditional traffic enforcement by providing consistent monitoring in areas where excessive speed poses a significant risk. Automated enforcement allows officers to focus on other public safety priorities while maintaining an effective presence in school zones during critical times of the day.

The department administers the program in accordance with all applicable state laws, local ordinances, and established operational policies. Camera locations are selected based on safety considerations, traffic studies, and the presence of schools, with appropriate signage and public notification provided as required by law. All recorded violations are reviewed through established procedures to ensure accuracy, fairness, and compliance with legal standards before citations are issued.

The School Zone Speed Camera Program reflects the department's commitment to protecting the community's most vulnerable road users through education, enforcement, and prevention. By promoting safer driving behaviors and increasing awareness of speed limits in school zones, the program supports the department's mission to enhance public safety, reduce traffic-related injuries, and foster a culture of responsible driving throughout the community.

Drone Program:



The Police Department's Unmanned Aircraft System (UAS), commonly referred to as the Drone Program, is an advanced public safety initiative that enhances the department's ability to respond to emergencies, support investigations, and improve situational awareness while prioritizing officer and community safety. Drones provide law enforcement with real-time aerial imagery and information that assists officers in making informed decisions during critical incidents and planned operations.

The Drone Program is utilized for a variety of legitimate public safety purposes, including searching for missing or endangered persons, documenting crime and traffic crash scenes, assisting with search and rescue operations, supporting tactical incidents, monitoring large public events, assessing hazardous environments, and providing aerial observations during natural disasters or other emergency situations. The technology enables officers to gather valuable information while reducing the need to place personnel in potentially dangerous situations.

The department operates its Drone Program in strict compliance with applicable federal, state, and local laws, including regulations established by the Federal Aviation Administration (FAA). All drone operations are conducted by trained and certified personnel following established departmental policies that govern flight operations, mission authorization, data collection, retention, and privacy protections. The department is committed to ensuring that drone technology is used responsibly, transparently, and only for legitimate law enforcement and public safety purposes.

By integrating UAS technology into its public safety operations, the department enhances operational effectiveness, improves emergency response capabilities, supports more efficient investigations, and promotes safer outcomes for officers and the community. The Drone Program represents the department's ongoing commitment to leveraging innovative technology in a manner that strengthens public safety while maintaining accountability, transparency, and respect for individual privacy and civil liberties.

Looking Toward our Future:

As we move forward, the Sunrise Police Department remains firmly committed to building upon the strong foundation of excellence, professionalism, and resilience that has defined our organization. The progress we have made and the accomplishments we have achieved over the past year reflect the dedication of our personnel and our continued commitment to advancing the profession of policing.

From innovative initiatives such as Firstgevity, to strategic investments in succession planning and meaningful community partnerships, our efforts demonstrate a department that is intentional about preparing for the future while honoring the principles that have guided us for decades. These achievements are not simply milestones; they represent our ongoing commitment to providing exceptional service and strengthening the trust placed in us by those we serve.

The future of law enforcement requires agencies that are adaptable, forward-thinking, and committed to continuous improvement. We will continue to invest in the growth and development of our personnel, leverage emerging technologies responsibly, and foster a culture of accountability, transparency, and community engagement.

Together, as one Sunrise Family, we are prepared to embrace the opportunities and challenges ahead. Guided by the experience and lessons of the past, strengthened by the dedication of our people, and inspired by the possibilities before us, we will continue to advance our mission and uphold the standard of excellence that defines the Sunrise Police Department.

FEDERAL LAW ENFORCEMENT OFFICERS ASSOCIATION FOUNDATION
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August 20, 2026

Daniel Ransone
Chief of Police
Sunrise Police Department

Dear Chief Ransone,

On behalf of Chairman David Mack and the Board of Directors of the Federal Law Enforcement Officers Association Foundation, it is my distinct pleasure to inform you that the FLEOA Awards Committee has selected you as the Law Enforcement Executive of the Year.

We will host our Annual South Florida Awards Ceremony on September 26, 2026, at the Biscayne Bay Marriott in Miami, Florida. We would be honored to have you attend.

Each individual award recipient may attend with two guests. Group awards include admission for three representatives/guests. Additional attendees are welcome at a cost of $100 per person.

The evening will begin with a cocktail reception from 6:00 p.m. to 7:00 p.m., followed by the awards presentation at 7:15 p.m. The ceremony typically concludes at approximately 8:30 p.m.

Approximately 400 executive leaders, local and federal law enforcement officers, detectives, and special agents representing agencies throughout South Florida are expected to attend. Attendance is by invitation only, and the event is not open to the news media.

FEDERAL LAW ENFORCEMENT OFFICERS ASSOCIATION FOUNDATION
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If your schedule permits your attendance, please have your staff coordinate logistics with John C. Bottone, Executive Director, at 347-538-6971.

Event Location:
Biscayne Bay Marriott
1633 N. Bayshore Drive
Miami, FL 33132

We sincerely hope you will be able to join us as we recognize your exceptional service and accomplishments.

In honor and service,

John C. Bottone
Executive Director
Federal Law Enforcement Officers Association Foundation
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SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: November 10, 2026

ORIGINATING DEPARTMENT: John K. McNamara, Fire Chief
Fire Rescue Department

ITEM #: 17.D. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief, John K. McNamara.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the Fire Chief. Chief McNamara is currently at the top of his pay range.

John K. McNamara, Fire Chief
Anniversary Date: January 12th
Last Review Date: September 15, 2025

Excerpt from the Employment Contract:
Section 5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employee by July 30th of each year or with 60 days thereof, beginning after the Employee has completed one year as Fire Chief.

Section 5.3 Merit. In any given year in which the Employee receives a favorable performance review, the Commission may approve a merit increase, within Employee's pay range, of one (1) pay step retroactive to Employee's anniversary date which for purposes of a merit increase shall be the Effective Date of this Agreement.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Fire Chief John K McNamara Performance Review 2026

Memorandum

To: Mayor and City Commissioners

From: John K. McNamara, Fire Chief

Date: August 25, 2026

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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I want to take this opportunity to say thank you for allowing me to serve as the Fire Chief for the City of Sunrise Fire Rescue Department. As I have mentioned in the past, it is genuinely humbling to serve not just the residents, business owners, and visitors of the great City of Sunrise, but also the women and men of the Sunrise Fire Rescue Department. As a Chartered Officer, I hope that over the past year, I have represented your interest in overseeing our community's fire rescue needs in a way that supports the vision, mission, and values our community has come to know.

The Sunrise Fire Rescue Department is made up of 178 dedicated women and men, of whom 168 are sworn fire-rescue professionals, who pride themselves in serving our community's needs. I mention this as, while I realize this will be a review of my overall work performance over the past twelve months, much of my success and that of the department's is the result of these fire-rescue professionals and the administrative support staff going above and beyond every day they come to work on behalf of our community.

The Sunrise Fire Rescue Department is once again on pace to respond to more than 16,000 calls for service in the 2026 Fiscal Year, ranging from fire suppression, emergency medical services, and special operational calls (which include regional response calls as part of our countywide regional team agreement). We continue to have strong cross-jurisdictional response relationships based on the countywide "fastest unit response" protocols, especially with our neighboring geographical communities.

While there are a lot of tasks and activities that have been completed over the last year, the following represents some of the highlights of our accomplishments and some background on these examples for your review:

- The Administration Division continues to work in assisting with oversight of the other Divisions within the department to assist and support a variety of functions for each division (i.e., hiring and recruiting, payroll-related matters, employee-related issues, employee accidents and injuries, workers' compensation, etc.). One area of interest this past year has been transitioning the fire inspection billing from the Community Development Business Tax Receipt Office to our department. Our Administration Division works with our Fire Prevention Division to oversee this new billing process. In short, this process is expected to improve our overall annual inspections program and provide more intentional, direct oversight of payment collection from businesses.
- The Operations and Training Division continues to be the primary aspect of our department with the overall responsibility of responding to all the 911 calls for service, along with preparing our team to be ready for those calls for service. This year, the Division developed a robust, hands-on training program focused on fire suppression tasks, which are generally our low-frequency/high-risk calls for service. In addition, they trained more fire-rescue personnel to become certified in dive-rescue-related emergencies to strengthen our technical team program. Our Emergency Medical Services side of the Division implemented several new initiatives, from administering antibiotics to performing life-saving finger thoracostomies, enabling our personnel to continue delivering high-quality emergency medical care. One area we continually review and will continue to focus on is recruiting and retaining qualified fire rescue personnel. We facilitated another recruitment process that included onboarding seven new personnel to replace resignations and retirements. That said, over the past few years, the profession has seen a decrease in interest compared with years past, and departments across the tri-county area have seen this lack of interest coupled with retirements and newly implemented work schedule changes, making competition for qualified candidates higher than ever. I will continue to monitor this issue, collaborate with outside agencies, and keep you all abreast of any changes or recommendations moving forward.
- Our Community Risk Reduction Division, which oversees Emergency Management, Public Education, and Community Paramedicine, continues to have a positive impact on our community engagement. On the Emergency Management side, we once again achieved Storm-Ready recertification from the National Weather Service, showing that our department meets the community's emergency preparedness standards. In addition, we added several more community members to our highly sought-after CERT Team (which, by the way, has volunteerism second to none in assisting our community outreach events). Through our Public Education component, we once again hosted two (2) successful open house events at Station 39 and Station 72, along with our annual Fire Prevention Month, where we work with all our local schools to teach fire safety skills. We also strengthened our community communication platform through our current internship program, which focused on creating and implementing social media-style outreach campaigns to engage our community better. Overall, it has been a tremendous success. Finally, our Community Paramedicine program continues to find new ways to improve the social services component of our pre-hospital emergency services program. We made mid-year changes to shift to a more social-service case-

management oversight model and recently hired a social worker to support the program. This program change was facilitated in part through our participation in a countywide post-overdose co-responder program through the Florida Department of Health in Broward County (funded through grant dollars) to improve care through harm reduction services, social support services, and behavioral health awareness programs.

- Our Fire Prevention Division continues to work on enhancing its capabilities to meet our target goal of inspecting all businesses within our city. We added a new inspector this fiscal year to help us work towards that target goal. Having said that, as I stated last year, the city continues to see an increase in building opportunities, and working with our plan examiners in collaboration with our Community Development Department is an area we continue to work on to see how we can improve our efforts in meeting the needs of plan review for these future projects. We are currently training another inspector to perform plan review due to the anticipated retirement of a long-time plan reviewer in the upcoming fiscal year. While this division sometimes does not get the attention that the operations division receives, this division is working extremely hard to see these current and future projects come through. I will continue to evaluate this part of our department's responsibilities to make future recommendations on what resources we may need due to these increasing demands.
- The Support Services Division continues to work on overseeing all aspects of our agency, in addition to working side-by-side with our city's Facilities Maintenance Section of our Public Works Division to ensure our apparatus is ready to respond every day. This division is truly the hub of all our divisions, as there is rarely anything done that does not, in some capacity, have to be supported by this division; whether it be firefighting equipment, vehicle replacement, apparatus information technology, radio communications, facility maintenance – they truly do it all. The collaboration between them and Fleet is remarkable, especially as we (along with the entire fire rescue profession) struggle to adjust to rising vehicle costs and the long lead time to receive these vehicles. I can honestly say the teamwork is incredible, not to mention the direct support and collaboration from our City Management Office and all of you.

While the above is not all-inclusive, I believe it speaks of the quality of service we provide to the community as an all-hazards service delivery system. As Fire Chief, I intend to maintain that level of service and provide you with the information you need to make informed decisions moving forward to improve and enhance the service we currently offer.

That said, past performance can’t be relied on to predict future performance. As Fire Chief, I continue to search for and evaluate new ideas that will enhance the already high-quality service delivery system we provide today. In addition, I am always working to improve my knowledge, skills, and abilities so I am ready for those opportunities when they arise.

On a personal note, this past summer, I received my master’s degree in Fire Executive Leadership, with a minor in Human Resource Management. The last year and a half was a great personal growth opportunity that I think will strengthen some current internal leadership initiatives that I am working on directly with the Operations and Training Division to continue enhancing our leadership development programs for future internal department leaders.

In closing, as I have said in the past and will continue to say moving forward, I know many other women and men would love the chance to serve in the capacity that I serve all of you today. Nonetheless, I would love the opportunity to continue serving our community under the direction of each of you if you believe I am still the right person for the role.

As always, I am available to each of you before the upcoming public performance review scheduled for Tuesday, September 8, 2026, and I am prepared to respond to any questions about my performance and that of our department during the meeting.