

RFP2026-4
HOLIDAY LIGHTING AND DEOCRATIONS

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, 20____, by and between:

CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

South Florida Lighting Team, LLC DBA Miami Christmas Lights, a Florida Limited Liability Company, authorized to do business in the State of Florida, with a business address of 14374 Commerce Way, Miami Lakes, FL 33016 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Contractor has offered to provide holiday lighting and decorations, on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), RFP No. 2026-4 and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated August 24, 2026, which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Contractor such holiday lighting and decorations for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

a) On August 4, 2026, the City advertised its notice to proposers of the City's desire to hire a firm to provide holiday lighting and decorations as more particularly described in **Appendix "A"** attached hereto and by this reference made a part hereof, for the said request for proposals entitled:

RFP2026-4

"Holiday Lighting and Decorations"

- b) On August 25, 2026, the proposals were opened.
- c) The recommendation for the award of RFP2026-4 and approval of this Agreement was taken to the Commission on September 22, 2026.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing Proposal (including any Attachments thereto); 4) City of Cooper City RFP2026-4 and any associated addenda and other exhibits and attachments; 5) the Contractor's Proposal. This Agreement shall supersede any "click-through" terms and conditions that may be embedded in any license software or service agreement(s).

ARTICLE 3. NATURE OF THE AGREEMENT

3.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

3.2 The Contractor shall provide the goods or services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the City in all aspects of the goods or services performed hereunder.

3.3 The Contractor acknowledges this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all goods or services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.

3.4 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Work that is necessary for the completion of this Contract. All work shall be accomplished at the direction of the City's Project Manager and shall meet the requirements of this Agreement.

3.5 The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services (Appendix A). The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. A policy change resulting in a material change to the Scope of Services (Appendix A) will be addressed via a contract modification/amendment. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

3.6 The City reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

ARTICLE 4. TERM

a) The Contract shall become effective on the date identified on the first page of the Agreement and shall continue through the last day of the thirty-sixth (36th) month. The City reserves the right to renew this Agreement for three (3) additional one (1) year terms.

b) The City reserves the right to exercise its option to extend this Contract for up to one hundred eighty (180) calendar days beyond the current Contract period. If exercised, the City will notify the Contractor of the extension in writing. This Contract may be extended beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the City and the Contractor, upon approval by the City Commission.

ARTICLE 5. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

CITY:

a) to the Project Manager
Joshua Rhodes, Director
City of Cooper City, Parks & Recreation
9000 SW 50th Place
Cooper City, Florida 33328

Telephone No. (954) 434-4300

jrhodes@coopercity.gov

and,

b) to the Contract Manager

Tyrone White, Purchasing Manager

City of Cooper City, Procurement

9090 S.W. 50th Place

Cooper City, Florida 33328-4227

Telephone No. (954) 434-4300 X 268

purchasing@coopercity.gov

Copy To: Jacob G. Horowitz, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone No. (954) 771-4500

jhorowitz@gorencherof.com

CONTRACTOR:

South Florida Lighting Team, LLC DBA Miami Christmas Lights

Attn: Kurt Stange, President

14374 Commerce Way,

Miami Lakes, FL 33016

Telephone No. (786) 540-9295

kurt@miamichristmaslights.com

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

a) The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary to determine the price of the goods and services required under this Agreement. Compensation for all goods and services performed under this Agreement, including all costs associated therewith, shall be paid in accordance with Appendix B and the payment schedule set forth below. Except for changes or modifications approved and executed in writing by the City and the Contractor, the City shall have no obligation to pay the Contractor any amount in excess of the compensation established in Appendix B.

Payment shall be made according to the following schedule:

1. Fifty Percent (50%) Deposit – Upon execution of the Agreement and receipt of a proper invoice from the Contractor, the City shall pay fifty percent (50%) of the applicable annual contract amount as a deposit.
2. Ten Percent (10%) Upon Completion of Setup – The City shall pay ten percent (10%) of the applicable annual contract amount following completion of the installation and setup of the holiday lighting and decorations required under the Agreement and verification by the City that setup has been completed.
3. Fifteen Percent (15%) Upon Substantial Completion – The City shall pay fifteen percent (15%) of the applicable annual contract amount upon the City's determination that the Work has achieved Substantial Completion, as defined in this Agreement.
4. Twenty-Five Percent (25%) Upon Removal – The remaining twenty-five percent (25%) of the applicable annual contract amount shall be paid following the Contractor's complete removal of all holiday lighting, decorations, displays, equipment, temporary electrical connections, and other Contractor-provided materials from City property, including restoration of affected areas as required by the Agreement, and acceptance of such removal by the City.

Payment of any installment shall not constitute the City's final acceptance of the Work, waive any requirement of this Agreement, or relieve the Contractor of responsibility for defective, incomplete, or nonconforming Work.

b) All changes or modifications to this Agreement shall be approved and executed in writing by the City and the Contractor. No additional compensation shall be due for any change, additional service, or modification performed without the City's prior written authorization. Any goods or services undertaken by the Contractor prior to the City's authorization or after expiration or termination of this Agreement shall be performed at the Contractor's sole risk and expense.

c) With respect to travel costs and travel-related expenses, the Contractor shall comply with Section 112.061, Florida Statutes, as applicable to reimbursable out-of-pocket expenses, including lodging, transportation, per diem, and miscellaneous costs and fees. The City shall not be responsible for any such expenses unless approved in advance and in writing by the City.

d) Invoices: All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, and shall show the City's contract number, purchase order number, date of service, description of work performed, and have a unique invoice number assigned by the Contractor. In accordance with Section 218.74 of the Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the City to: accountspayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the Contractor.

e) All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 7. PRICING

Prices shall be as stipulated in Appendix B for the term of the contract, including any option-to-renew or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. LIQUIDATED DAMAGES

Time is of the essence under this Agreement. If the Contractor fails to achieve Substantial Completion by the date required by the CITY, the CONTRACTOR shall be liable to the CITY for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day that Substantial Completion is delayed. Liquidated damages shall accrue beginning on the first calendar day following the required Substantial Completion date and shall continue until Substantial Completion is achieved.

For purposes of this Agreement, Substantial Completion means that all holiday lighting, decorations, displays, electrical connections, and related Work required under this Agreement have been fully installed, tested, are operational, and have been inspected and determined by the CITY to be substantially complete and available for their intended use. The Work shall not be considered substantially complete if any material portion remains incomplete, inoperable, unsafe, or requires corrective Work that prevents the CITY from utilizing the holiday lighting and decorations as intended.

The parties acknowledge that actual damages resulting from delayed completion would be difficult to ascertain and that the liquidated damages established herein represent a reasonable estimate of the damages the CITY may incur and are not intended as a penalty.

The CITY may deduct and withhold assessed liquidated damages from any amounts due or that may become due to the CONTRACTOR. Assessment of liquidated damages shall not relieve the CONTRACTOR of its obligation to diligently complete the Work or limit any other rights or remedies available to the CITY under this Agreement or applicable law.

ARTICLE 9. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

a) City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Appendix "A", to be provided under this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the City, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

b) In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10. INDEMNIFICATION

a) Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

b) The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 11. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, or endorsements required herein protect the interests of the City, and these coverages, limits, or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$250,000 per person and \$500,000 per occurrence; and Bodily Injury, Property Damage, and Personal and Advertising Injury \$250,000 per occurrence and \$500,000 in the aggregate; or combined single-limit coverage: \$500,000 in the aggregate.
- \$250,000 per person and \$500,000 per occurrence for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors. The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$200,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practicable.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

ARTICLE 12. INDEPENDENT CONTRACTOR / CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13. SERVICES AND RESPONSIBILITIES/MANNER OF PERFORMANCE

a) Contractor hereby agrees to provide the services, as more particularly described in Appendix "A" attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, "RFP2026-4, Holiday Lighting and Decorations" and Contractor's response thereto. Contractor agrees to do everything required by this Agreement, the Solicitation Package, Addenda to this Agreement, and Commission award complete with proposal form. The City shall be entitled to satisfactory performance of all goods or services described herein and to full and prompt cooperation by the Contractor in all aspects of the goods or services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's

employee, subcontractor, or any other person providing goods or services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

c) Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to the goods or services to be provided by Contractor pursuant to the terms of this Agreement.

d) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

e) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

f) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and license as necessary to perform the Services described herein, in a competent and professional manner.

g) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in providing the goods or services.

h) Contractor shall not utilize the services of any subcontractor without the prior written approval of City.

i) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees. City of Cooper City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 15. AUTHORITY OF THE CITY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of where the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within ten (10) days of the occurrence, event or act out of which the dispute arises.

e) The City Manager may base this decision on such assistance as may be desirable including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior

decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provision of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/RECORD KEEPING

- a) The Contractor shall maintain and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. RECORDS

Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the expiration of this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least fourteen (14) business days prior to effecting such substitution.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the goods or services which the Subcontractor is to do, the place of business of such Subcontractor and such other information as the City may require. The City will have the right to require the Contractor not to award a subcontract to a person, firm or corporation disapproved by the City.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the goods or services performed. Such goods or services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience and ample financial resources to provide the goods or services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. With each such subcontract, there shall be a clause for the benefit of the City in the event the City finds the Contractor in breach of this Contract, permitting the City to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the City to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTIONS, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) Termination for Convenience.

The City may terminate this Agreement, in whole or in part, for convenience and without cause upon thirty (30) days written notice to the Contractor. Termination shall be effective on the date specified in the City's written notice (the "Effective Termination Date").

b) Termination for Cause.

The City may terminate this Agreement for cause upon the occurrence of an Event of Default by the Contractor, as defined in Article 24, and the Contractor's failure to timely cure such Event of Default in accordance with Article 24. The City may also terminate this Agreement for cause if the Contractor abandons the contract or attempts to satisfy its contractual obligations through fraud, misrepresentation, or material misstatement.

c) Effect of Termination for Cause.

If the City terminates this Agreement for cause, the City may exercise any rights and remedies available under this Agreement, the City's Procurement Code, or applicable law. The Contractor shall be responsible for damages, costs, and expenses incurred by the City as a result of the Contractor's default to the extent recoverable under this Agreement or applicable law.

d) Termination for Unappropriated or Unavailable Funds.

The City's obligations under this Agreement are subject to the availability and appropriation of funds. The City reserves the right to terminate this Agreement due to the non-appropriation or unavailability of funds by providing the Contractor at least thirty (30) days' written notice. The City's payment obligations are limited to funds lawfully appropriated and available during the applicable fiscal period, and continuation of this Agreement into any subsequent fiscal period shall be subject to the appropriation and availability of funds, unless otherwise provided by law.

e) Debarment.

If the Contractor attempts to satisfy its contractual obligations through fraud, misrepresentation, or material misstatement, or otherwise engages in conduct constituting grounds for debarment, the Contractor may be subject to debarment in accordance with Section 2-266 of the Cooper City Procurement Code, as amended from time to time. Termination of this Agreement shall not limit the City's ability to pursue debarment or any other available remedy.

f) Contractor's Obligations Upon Termination.

Upon receipt of a notice of termination, and unless otherwise directed in writing by the City, the Contractor shall:

- i. cease the affected Work on the Effective Termination Date;
- ii. take all reasonable actions necessary to protect and preserve City property and Work completed through the Effective Termination Date;
- iii. cancel outstanding orders and commitments relating to the terminated Work to the extent reasonably possible;
- iv. upon the City's request, assign and deliver to the City any non-cancelable Deliverables specifically acquired or developed solely for performance of this Agreement for which the City has paid or is obligated to pay;
- v. take no action that unnecessarily increases the City's costs or obligations following receipt of the notice of termination; and
- vi. reimburse the City for the unearned portion of any deposit, advance payment, or other prepayment, after accounting for Work satisfactorily performed and other amounts properly due through the Effective Termination Date.

g) Compensation Upon Termination.

Upon termination, the Contractor shall be entitled only to compensation for Work satisfactorily performed and accepted by the City through the Effective Termination Date and, when approved by the City, reasonable costs associated with non-cancelable Deliverables specifically acquired or developed solely for this Agreement.

Any amounts previously paid by the City shall be credited against amounts properly due to the Contractor. If payments previously made exceed the amount earned by the Contractor, the Contractor shall reimburse the City for the difference. The Contractor shall not be entitled to anticipated profits, lost revenues, payment for unperformed Work, or consequential damages arising from termination.

h) Audit of Termination Costs.

All compensation, costs, credits, and reimbursements arising from termination shall be subject to review and audit by the City. The Contractor shall provide supporting documentation reasonably requested by the City.

i) City's Rights Following Contractor Default.

If the Contractor fails to timely cure an Event of Default and the City terminates this Agreement, the City may, subject to applicable law, take possession of City-owned property and any equipment, materials, products, documentation, reports, data, or Deliverables for which the City has paid and that are necessary for completion or continuation of the Work. The City may complete the Work itself or through another contractor and exercise any other rights or remedies available under this Agreement or applicable law.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has not delivered Deliverables or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the City where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b) below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:

- i. treat such failure as a repudiation or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- iii. require the Contractor to pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this Agreement, including any costs incurred to collect any liquidated damages.
- iv. may procure the required goods and/or services from any source and use any method deemed in its best interest, with all re-procurement costs being borne by the terminated

Contractor. The Contractor shall be responsible for all other direct damages incurred by the City arising out of the breach.

iv. retain any bonds issued with the proposal, if applicable.

ARTICLE 25. NOTICE OF DEFAULT – OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City shall notify the Contractor (the “Default Notice”), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City’s reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City’s rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor’s default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any

way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option, (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official

regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the City.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

- d) The Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- g) Section 448.07 of the Florida Statutes “Wage Rate Discrimination Based on Sex Prohibited”.
- h) Any other laws prohibiting wage rate discrimination based on sex.
- i) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- j) Executive Order 12549 “Debarment and Suspension”, which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

The Contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution

during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 35. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. VENUE/GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. All agents, employees and subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility. The venue for actions arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 37. PUBLIC RECORDS

a) The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service;
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- 3. 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, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

4. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor 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.

b) The failure of Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TEDRA ALLEN
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300**

PRR@COOPERCITY.GOV

ARTICLE 38. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics or pandemics, adverse governmental conditions, or conduct of third parties.

Neither the City nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications

as necessary to continue the Contract with minimal impact to City operations. The City maintains the right to terminate the Contract for convenience or obtain the goods or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. FLORIDA STATUTES: 287.138 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN | 287.135 SCRUTINIZED COMPANIES, PROHIBITED BUSINESS ACTIVITIES, AND 287.133 PUBLIC ENTITY CRIMES

The Contractor shall comply with all applicable requirements and prohibitions of Sections 287.138, 287.135, and 215.473, Florida Statutes, as amended from time to time, throughout the term of this Agreement.

- a) Contracting With Entities of Foreign Countries of Concern: The Contractor represents and warrants that it is, and throughout the term of this Agreement shall remain, in compliance with Section 287.138, Florida Statutes, entitled Contracting with Entities of Foreign Countries of Concern Prohibited, as may be amended from time to time.

To the extent this Agreement provides the Contractor access to an individual's personal identifying information, the Contractor represents and warrants that it is not: (a) owned by the government of a foreign country of concern; (b) an entity in which the government of a foreign country of concern has a controlling interest; or (c) organized under the laws of, or having its principal place of business in, a foreign country of concern, as provided in Section 287.138, Florida Statutes

- b) Scrutinized Companies and Prohibited Business Activities: The Contractor shall comply with Sections 287.135 and 215.473, Florida Statutes, relating to scrutinized companies and prohibited business activities. The Contractor represents and warrants, as applicable based upon the value and nature of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or any other applicable list that would prohibit the Contractor from entering into or performing this Agreement. The Contractor further represents that it is not engaged in a boycott of Israel or other business activities that would prohibit the Contractor from contracting with the City pursuant to Section 287.135, Florida Statutes.
- c) Continuing Compliance and Notification: The representations and certifications made by the Contractor in connection with the procurement and execution of this Agreement shall remain effective throughout the term of the Agreement. The Contractor shall promptly notify the City in writing of any change in circumstances, ownership, business activities, or status that would cause any representation or certification to become false or inaccurate or otherwise affect the Contractor's eligibility to continue performing under this Agreement.
- d) Termination and Remedies: The City may terminate this Agreement as authorized by Sections 287.138 and 287.135, Florida Statutes, including, as applicable, if the Contractor is found to have submitted a false certification or representation, becomes subject to an applicable statutory prohibition, is placed on an applicable scrutinized companies or

prohibited entities list, or otherwise becomes ineligible to contract with the City under Florida law.

- e) Any violation of this Article shall constitute a material breach of this Agreement. The City's rights under this Article are cumulative and shall be in addition to any other rights or remedies available to the City under this Agreement or applicable law. Contractor further represents and warrants that neither Contractor nor any applicable affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, as provided in Section 287.133, Florida Statutes, and that Contractor is not prohibited from submitting bids, proposals, or replies; being awarded or performing work under a contract with a public entity; or transacting business with a public entity in excess of the applicable statutory threshold during any period of ineligibility established by law.

ARTICLE 40. E-VERIFY

a) Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 41. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City whether or not the project for which they are made is completed. City hereby agrees to use Contractor's work product for its intended purposes.

ARTICLE 42. ASSIGNMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns.

ARTICLE 43. AMENDMENTS

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 44. NO CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 45. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 46. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 47. APPENDIXES/EXHIBITS

The Appendixes and Exhibits referenced herein are attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 48. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 49. LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE 50. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 51. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 52. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Pursuant to Section 287.138, Florida Statutes ("F.S."), entities submitting a bid, proposal, quote or other response, or otherwise entering into a contract with a governmental entity are required to affirm by way of an Affidavit that the entity is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the entity is owned by a government of a foreign country of concern; b) a government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This Agreement shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 53. INSPECTOR GENERAL REVIEWS

Cooperation Broward County Office of Inspector General (OIG):

(a) Oversight Authority. The Proposer understands and accepts that the Broward County Office of Inspector General ("OIG"), established pursuant to Section 10.01 of the Broward County Charter, has the independent authority to review, audit, and investigate how governmental agreements are performed and how contractors, vendors, and entities are paid using public funds. The CONTRACTOR acknowledges that this authority extends to the municipal functions, public records, and contract operations of the City of Cooper City ("City").

(b) Obligation to Cooperate. The CONTRACTOR agrees to fully cooperate with the OIG in any audit, inquiry, inspection, or investigation conducted by the OIG regarding this Agreement, the performance of services hereunder, or the utilization of public funds related to this Agreement.

(c) Access to Records and Personnel. In connection with any OIG investigation, audit, or review, the CONTRACTOR shall make available to the OIG all records, books, data, communications, electronic files, invoices, and documents requested. The CONTRACTOR shall also grant OIG staff reasonable access to its personnel, facilities, and subcontractors during regular business hours.

(d) Subcontractor Requirements. The CONTRACTOR agrees to incorporate the substance of this entire clause into all subcontracts executed for the performance of work or the provision of goods under this Agreement. The failure of any subcontractor to comply with this requirement shall constitute a material breach of this Agreement by the CONTRACTOR.

(e) Enforcement and Sanctions. Pursuant to the Broward County Charter, the OIG is empowered to subpoena witnesses, administer oaths, and compel the production of records. A failure or refusal by the CONTRACTOR to comply with the mandates of this clause may result in the immediate suspension or termination of this Agreement for cause by the City, the withholding of contract payments by the City, or potential debarment from future City contract awards.

ARTICLE 54. NON-EXCLUSIVE

CONTRACTOR understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services from another vendor at the CITY's sole option.

ARTICLE 55. VENDOR REGISTRATION

The CONTRACTOR shall be fully registered and approved as a vendor with the CITY prior to commencing any work, providing any goods or services, receiving any Purchase Order or Notice to Proceed, or otherwise conducting business with the CITY under this Contract. The CONTRACTOR shall timely complete all vendor registration requirements established by the CITY and shall provide all forms, documentation, certifications, tax information, insurance information, and other information required to obtain and maintain an active and approved vendor status.

The CONTRACTOR shall be responsible for ensuring that all information submitted as part of the vendor registration process is complete, accurate, and current throughout the term of the Contract.

The CONTRACTOR shall promptly provide any additional information or documentation requested by the City that is necessary to complete, verify, update, or maintain its vendor registration and approval.

Execution or award of this Contract does not constitute or guarantee approval of the CONTRACTOR's vendor registration. The CONTRACTOR shall not perform any work, provide any goods or services, or incur any costs for which it expects payment from the CITY until the CONTRACTOR has been fully registered and approved by the CITY and has received written authorization to proceed, when applicable.

Failure of the CONTRACTOR to timely complete the CITY's vendor registration process or obtain and maintain approved vendor status shall constitute grounds for the CITY to suspend performance, withhold the issuance of a Purchase Order or Notice to Proceed, withhold payment to the extent permitted by law, or terminate this Contract, in whole or in part, without liability to the CITY. Unless otherwise determined by the CITY, the CONTRACTOR shall complete all vendor registration requirements within the timeframe established by the CITY following notice of award or execution of the Contract.

The CITY may, in its sole discretion, provide the CONTRACTOR an opportunity to cure any deficiency in its vendor registration. Nothing herein shall obligate the CITY to extend any deadline, authorize performance before vendor approval, or waive any registration requirement.

ARTICLE 56. ADDITIONAL SERVICES, MODIFICATIONS AND CHANGES TO SCOPE

Although this Contract is primarily intended for services provided to the department identified in the Solicitation, the CITY may require the CONTRACTOR to provide the same or similar services to other CITY departments, facilities, or operations. The CONTRACTOR agrees to provide such services, provided the requested services are within the general scope of the Contract and do not impose an unreasonable or undue burden on the CONTRACTOR.

The CITY reserves the right to add, delete, reduce, or modify any portion of the Work or Services. The CONTRACTOR shall be compensated only for authorized Work or Services satisfactorily performed and accepted by the CITY. The CONTRACTOR shall not be entitled to anticipated profits or other compensation for Work or Services deleted, reduced, or not authorized.

The CITY may request additional items or services of the same or similar nature that are not specifically identified in the Contract. The CONTRACTOR shall provide a written proposal, including applicable scope, schedule, and pricing, for the CITY's approval. If the parties cannot agree upon the terms or pricing, the CITY may procure the items or services from another source without affecting the remainder of this Contract.

Any modification to an authorized task, project, or assignment that affects the scope, schedule, or budget must be approved in writing by the CITY before the CONTRACTOR proceeds. The CONTRACTOR shall not be entitled to compensation for additional or modified Work or Services performed without prior written authorization from the CITY.

ARTICLE 57. PROPERTY / DAMAGE TO PROPERTY

All property owned by the CITY and furnished to the CONTRACTOR for repair, modification, study, use, or any other purpose shall remain the property of the CITY. The CONTRACTOR shall be responsible for the care, custody, and protection of such property while in its possession, control, or in transit.

The CONTRACTOR shall be responsible for any loss or damage to CITY-owned property occurring while in its possession or control, or during transportation by or on behalf of the CONTRACTOR. If any CITY-owned property is destroyed or declared a total loss, the CONTRACTOR shall be responsible for the replacement value of the property at its then-current market value, less applicable depreciation, if any.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around Cooper City. Damage to public and/or private property shall be the responsibility of the CONTRACTOR and shall be repaired and/or replaced at no additional cost to the CITY.

ARTICLE 58. MARKET VOLATILITY / EQUITABLE ADJUSTMENT

The CITY may, in its sole discretion, approve an equitable adjustment to the Contract terms, conditions, and/or pricing when pricing or availability is materially affected by extreme or unforeseen market volatility, provided that: (1) the volatility is caused by circumstances beyond the CONTRACTOR's control; (2) the volatility affects the applicable market or industry and is not limited to the CONTRACTOR's particular source of supply; (3) the impact on pricing or availability is substantial; and (4) continued performance without adjustment would result in a substantial loss to the CONTRACTOR.

Any request for an equitable adjustment must be supported by clear and verifiable documentation demonstrating the basis and extent of the requested adjustment. No adjustment shall be effective unless approved in writing by the CITY's Purchasing Division. The CITY shall have no obligation to approve any requested adjustment.

ARTICLE 59. RECORDS RETENTION & AUDITS

The CONTRACTOR shall maintain, and shall require its subcontractors to maintain, complete and accurate books, records, accounts, supporting documents, and other information necessary to document all charges, expenses, costs, and activities related to this Contract. Such records shall be maintained in accordance with generally accepted accounting practices and standards and shall be kept in written form or in a form capable of being converted into written form within a reasonable time.

The CITY and its authorized representatives and designees shall have the right to examine, inspect, reproduce, and audit any books, records, accounts, and supporting documentation related to this Contract. Upon request, the CONTRACTOR and its subcontractors shall make such records available to the CITY at no cost and at reasonable times and locations designated by the CITY.

Records shall be retained for the period required by Chapter 119, Florida Statutes, if applicable, or for a minimum of five (5) years following completion or termination of this Contract, whichever is longer. If an audit, claim, investigation, or other matter involving such records remains unresolved at the end of the applicable retention period, the records shall be retained until final resolution.

Any incomplete, inaccurate, or unsupported charge or entry may constitute a basis for the CITY to disallow or recover the applicable payment. The CONTRACTOR shall include requirements consistent with this Section in all subcontracts entered into in connection with this Contract.

ARTICLE 60. AUDITS

The CITY may, in its sole discretion, approve an equitable adjustment to the Contract terms, conditions, and/or pricing when pricing or availability is materially affected by extreme or unforeseen market volatility, provided that: (1) the volatility is caused by circumstances beyond the CONTRACTOR's control; (2) the volatility affects the applicable market or industry and is not limited to the CONTRACTOR's particular source of supply; (3) the impact on pricing or availability is substantial; and (4) continued performance without adjustment would result in a substantial loss to the CONTRACTOR.

ARTICLE 61. COMPLIANCE WITH LAWS; NONDISCRIMINATION; ADA

Contractor shall comply with all applicable federal, state, county, and local laws, rules, ordinances, codes, regulations, licensing requirements, and City policies in performing this Agreement.

Contractor shall not unlawfully discriminate in employment or Program participation on the basis of any protected classification under applicable law and shall comply with applicable requirements of the Americans with Disabilities Act and related laws.

Contractor shall reasonably cooperate with the City regarding accommodations necessary for qualified participants with disabilities, provided that Contractor shall not independently deny or condition participation based on disability without first consulting the City.

ARTICLE 62. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES/PIGGYBACKING

Any governmental agency may purchase the services specified herein in accordance with the prices, terms, and conditions of this Contract. Each governmental agency shall establish its own contract with CONTRACTOR. CITY shall bear no responsibility or liability for any contracts between CONTRACTOR and other governmental agencies that exercise this option.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date: _____

**SOUTH FLORIDA LIGHTING TEAM,
LLC DBA MIAMI CHRISTMAS LIGHTS**

Date: _____

CITY MAYOR

By:

CITY MANAGER

NAME

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

TITLE

CITY ATTORNEY

WITNESSED BY

CITY CLERK

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **South Florida Lighting Team, LLC**, and acknowledged that he/she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of **South Florida Lighting Team, LLC**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC

Print or Type Name:

My Commission Expires: _____

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

APPENDIX A - SCOPE OF SERVICES

SECTION 1 – PURPOSE

This Appendix establishes the Scope of Services to be performed by the Contractor under this Agreement. The Contractor shall furnish all labor, supervision, equipment, vehicles, materials, electrical components, lifts, permits, transportation, storage, maintenance, repairs, and incidentals necessary to provide a complete turnkey holiday lighting program, in accordance with the Agreement.

Except where specifically identified as City-furnished, the Contractor shall provide all materials necessary for the performance of the Work.

The Contractor shall perform all additional incidental work reasonably necessary to accomplish the intended purpose of the Contract without additional compensation unless specifically authorized by the City through a written Contract Amendment/Modification.

SECTION 2 – CITY RESPONSIBILITIES:

The City shall provide:

- Electrical access where available
- A designated project representative
- Coordination assistance

SECTION 3 – GENERAL SCOPE OF SERVICES

Contractor shall furnish all labor, supervision, materials, equipment, vehicles, tools, transportation, storage, permits, electrical components, installation, maintenance, repairs, removal, disposal, and incidentals necessary to provide a complete holiday lighting and decoration display program at the following location(s):

Memorial Park: 9001 SW 51st Street, Cooper City, Florida.

The holiday display shall create a visually appealing, family-friendly, and cohesive holiday experience throughout Memorial Park and shall be suitable for public events, community gatherings, and photography opportunities. All decorations, lighting, displays, and features shall be commercial-grade and designed for outdoor public use. All components shall be maintained in safe operating condition throughout the display period.

The City reserves the right to add/remove locations as needed, as well as the right to approve all decorative themes, colors, display layouts, and installation locations prior to installation. Contractor shall coordinate all installation locations with the City's Project Manager.

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

SECTION 4 – EVENT DATE(S)

For year 1 of the resultant Contract, the holiday lighting display shall be fully operational and available for public viewing no later than 3:00 PM on the first Monday in December for 2026. Future display dates will be coordinated and submitted in writing to the Contractor.

Event date(s) are subject to change. Contractor will be advised at least SIXTY (60) days in advance of any date changes.

SECTION 4 – ARTIFICIAL HOLIDAY TREE

Contractor shall furnish, install, maintain, and remove one (1) artificial holiday tree. The artificial holiday tree shall meet the following minimum requirements:

- A. Minimum overall height of nineteen feet (19');
- B. Commercial-grade construction designed for outdoor use;
- C. Commercial-grade LED lighting system;
- D. Shatter-resistant ornaments suitable for public environments;
- E. Decorative bows and accent decorations;
- F. Illuminated tree topper;
- G. Decorative tree skirt or equivalent base treatment;
- H. Internal support structure;
- I. Wind-rated anchoring and stabilization system;
- J. Electrical components listed and approved for outdoor use.

The holiday tree shall be decorated utilizing a coordinated theme incorporating red, green, gold, silver, white, or other colors approved by the City. The City may modify the holiday theme, colors, or decorative elements upon providing written notice to the Contractor.

SECTION 5 – NATURAL TREE LIGHTING

Contractor shall furnish, install, maintain, and remove decorative lighting on natural trees located throughout Memorial Park. At a minimum, the Contractor shall decorate approximately thirty-seven (37) trees. Tree species inventory includes:

- Royal Palms (5);
- Gumbo Limbo Tree (1);
- Oak Trees (21);
- Washingtonia Palms (3);

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

- Tamarind Trees (4);
- Mahogany Tree (1); and
- Miscellaneous Trees (2).

Lighting shall meet the following minimum requirements:

- A. Warm white commercial-grade LED mini lights;
- B. Green commercial-grade wiring;
- C. Trunk wrapping at approximately five-inch (5") spacing;
- D. Primary branch wrapping sufficient to provide uniform illumination;
- E. Weather-resistant and waterproof connections;
- F. No exposed wiring visible from primary public areas;
- G. Installation methods that prevent damage to trees.

SECTION 6 – DECORATIVE LIGHT ARCH

Contractor shall furnish, install, maintain, and remove one (1) decorative walk-through illuminated arch. The arch shall meet the following minimum requirements:

- A. Minimum width of twelve feet (12');
- B. Minimum height of ten feet (10');
- C. Commercial-grade frame construction;
- D. Fully illuminated LED lighting system;
- E. Holiday-themed decorative elements;
- F. Structural stability suitable for public interaction;
- G. ADA-compliant placement and accessibility;
- H. Suitable design for public photography opportunities.

The final location shall be approved by the City. Contractor shall submit Safety Data Sheets (SDS) for all products to be used to the City's designee prior to use.

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

SECTION 7 – HOLIDAY DISPLAYS

Contractor shall furnish, install, maintain, and remove a minimum of seven (7) commercial-grade holiday displays throughout Memorial Park. Acceptable display themes may include, but are not limited to:

- Santa Claus
- Snowmen;
- Reindeer;
- Holiday trains;
- Gift displays;
- Nutcrackers;
- Gingerbread characters; and
- Other holiday-themed displays approved by the City.

Each display shall meet the following minimum requirements:

- A. Minimum height of forty-three inches (43”);
- B. Commercial-grade construction designed for public display;
- C. Internal illumination;
- D. Wind-rated anchoring system;
- E. GFCI-protected electrical connections;
- F. Daily operational inspection and maintenance.

The City reserves the right to increase, decrease, or modify display quantities and locations.

SECTION 8 – ILLUMINATED HOLIDAY FEATURES

Contractor shall furnish, install, maintain, and remove various illuminated holiday features throughout Memorial Park. Illuminated holiday features may include, but are not limited to a minimum of:

- 10 - Illuminated gift boxes (Minimum 1.5’);
- 10 - Decorative light spheres (Minimum 1.5’);

Contractor shall ensure all features are coordinated to create a consistent and cohesive holiday theme throughout the Memorial Park.

SECTION 9 – ENTRANCE FEATURE

Contractor shall furnish, install, maintain, and remove one (1) illuminated entrance feature at the primary event entrance designated by the City. Acceptable entrance features may include:

- Walk-through light tunnel;
- Decorative holiday gateway;
- Illuminated archway; and/or
- Custom-designed holiday entrance feature.

The entrance feature shall serve as a visitor arrival point, photo opportunity, and shall be designed to accommodate anticipated pedestrian traffic.

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

SECTION 10 – PHOTO OPPORTUNITIES AREAS

Contractor shall furnish, install, maintain, and remove a minimum of three (3) designated holiday-themed photo opportunity areas throughout Memorial Park. Photo opportunity areas may include:

- Santa Chair;
- Illuminated sleigh;
- Oversized ornament displays;
- Lighted gift box seating areas;
- Holiday backdrop walls;
- Decorative holiday frames; and
- Other themed features approved by the City.

Each photo area shall be designed to encourage public interaction, family photography, and community engagement while maintaining public safety and accessibility.

SECTION 12 – MAINTENANCE REQUIREMENTS

Contractor shall:

- Respond to service calls the same business day;
- Repair failures within twenty-four (24) hours;
- Replace damaged bulbs/decorations at no cost to the City ;
- Conduct weekly inspections;
- Maintain a written inspection log; and
- Provide emergency call-out service.

SECTION 13 – EQUIPMENT

Contractor shall provide all equipment necessary to perform the work including, but not limited to:

- Bucket trucks
- Lifts
- Ladders
- Safety equipment
- Temporary power equipment
- Electrical materials
- Anchoring systems
- Protective ground coverings

SECTION 14 – EMPLOYEES OF THE CONTRACTOR

Contractor shall provide properly trained, licensed, and insured personnel. All work shall comply with:

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

- OSHA Standards
- National Electrical Code
- Florida Building Code
- Manufacturer installation requirements

Contractor shall provide emergency contact information for all supervisors assigned to the project.

SECTION 15 – ACCEPTANCE OF SERVICES

Acceptance of services shall not waive the City's right to require correction of latent deficiencies.

SECTION 16 – OPTIONAL/ADDITIONAL SERVICES

The City reserves the right to authorize additional holiday lighting and decorations at municipal facilities and entrance monuments. Contractor shall provide the scope of service(s) listed below for each optional/additional service.

- 16.1 Additional Tree Lighting
 - a. The scope of services shall be the same as in the Natural Tree Lighting section.
- 16.2 Entrance Monument Uplighting
 - a. Contractor shall furnish, install, maintain, and remove decorative uplighting at City entrance signs and monument features. Uplighting shall be maintained daily. Uplighting may include color-changing red, green, blue (RGB) fixtures, warm white holiday uplighting, programmable holiday color themes, and temporary power infrastructure. Potential Locations may include, but are not limited to:
 - i. Flamingo Road Entrances
 - ii. Griffin Road Entrances
 - iii. Sheridan Street Entrances
 - iv. Palm Avenue Entrances
 - v. Community Monument Signs
 - vi. Other City-designated locations
- 16.3 City Facility Uplighting
 - a. Contractor shall furnish, install, maintain, and remove decorative architectural lighting at municipal facilities. City facility uplighting shall be inclusive of building uplighting, roofline lighting, landscape lighting, tree lighting, pole lighting and decorative displays. Potential facilities include but are not limited to:
 - i. City Hall
 - ii. Community Center
 - iii. Pool and Tennis Center
 - iv. Suellen H. Fardelmann Sports Complex
 - v. Bill Lips Sports Complex
 - vi. Flamingo West Park

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

vii. Other City facilities

16.4 Decorative Wreaths and Garland

- a. Contractor shall provide all labor, materials, equipment, transportation, installation, maintenance, removal, and storage necessary to furnish and install decorative holiday wreaths and garland throughout designated City facilities, parks, entryways, and streetscapes.

16.5 Pole-Mounted Wreaths

- a. Contractor shall furnish, install and remove pole-mounted wreaths which meet the following minimum requirements: commercial-grade artificial wreath; minimum diameter of 48 inches; UV-resistant materials suitable for outdoor use; decorated with weather-resistant ornaments, bows and greenery; integrated warm white LED lighting; commercial-grade mounting hardware compatible with decorative streetlight poles; installation at heights ranging from 3 feet to 30 feet; electrical connections hidden from public view, where applicable; secured against wind loads;

16.6 Building Wreath

- a. Contractor shall furnish, install, maintain, and remove building wreaths which meet the following minimum requirements: commercial-grade artificial wreath; available sizes of 48-inches, 72-inches and/or 96 inches in diameter; UV-resistant construction; decorated with weather-resistant holiday accents; LED illumination included; installation on building facades, entrance features, community centers, or recreation facilities.
- b. Installation shall include all mounting hardware and structural supports. Contractor shall be responsible for verifying mounting stability.

16.7 Decorative Garland

- a. Contractor shall furnish, install, maintain, and remove building decorative garlands which meet the following minimum requirements: commercial-grade artificial garland; minimum diameter of 12 inches; UV-resistant outdoor-related materials; decorated with weather-resistant ornaments, ribbons, pinecones, or similar holiday accents.
- b. Decorative garlands may be installed on railings, fences, walls, entry features, or facility facades. Decorative garlands should be securely fastened to prevent movement during weather events.

16.8 Lighted Garland

- a. Contractor shall furnish, install, maintain, and remove lighted garlands which meet the following minimum requirements: all the requirements of decorative garland; integrated commercial-grade warm white LED lighting; outdoor-rated wiring and connections; power supplies and electrical accessories included; lighting spacing shall provide uniform illumination.

16.9 Entryway Garland

- a. Contractor shall furnish, install, maintain, and remove entryway garlands which meet the following minimum requirements: minimum finished

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

garland diameter 18 inches; fully decorated with bows, ornaments and LED lighting; custom fitted to entrance dimensions.

- b. Entryway garlands shall be installed around entrance monuments, gateways, building entrances, archways, and/or decorative structures.
- c. Installation shall include all structural supports and mounting hardware. Contractor is responsible for field verification of dimensions.

16.10 Holiday Light Tunnel

- a. Contractor shall furnish, install, maintain, remove, and store temporary holiday light tunnel displays at City parks and facilities. Holiday light tunnels shall meet the following requirements: commercial-grade aluminum or steel frame construction; freestanding design capable of withstanding normal South Florida wind conditions; engineered or manufacturer-certified structural system; modular construction allowing installation in various locations; anchoring systems appropriate for turf, concrete, asphalt or paver surfaces; minimum tunnel length 40 feet; minimum clear width 10 feet; minimum clear height 10 feet; be able to accommodate pedestrian traffic in both directions; be fully ADA accessible; have no trip hazards, exposed wiring or obstructions; maintain minimum 5 foot clear pedestrian path throughout display; fully illuminated using commercial-grade LED lighting; minimum 90% visible tunnel surface covered with lighting elements; warm white or RGB color-changing options; programable lighting effects preferred; outdoor-rated electrical systems.

SECTION 17 – DEFECTIVE OR NON-COMPLIANT WORK/UNSATISFACTORY WORK

17.1 Defective or Non-Compliant Work

- 17.1.1 The City has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of this Agreement. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/compliant Work. The Contractor will bear all direct, indirect, and consequential costs of such removal or corrections
- 17.1.2 Should the Contractor fail or refuse to remove or correct any defective or non-compliant Work or fail/refuse to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City, the City has the authority to cause the defective/non-compliant Work to be removed or corrected or make such repairs or corrections as may be necessary at the Contractor's expense. Any expenses incurred by the City in making such removals, corrections, or repairs will be paid for out of any monies due or which may become due from the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the City may declare the Contractor in default and require the Contractor to pay for re-procurement costs.

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

17.1.3 Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the City to accept the defective Work.

17.2 Unsatisfactory Work

Contractor shall be notified in writing by the City of all Unsatisfactory Work. Where possible, the City will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction.

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

APPENDIX B
PRICING

Annual Base Pricing

Contract Period	Annual Lump Sum Price
Year 1	\$29,122.21
Year 2	\$29,122.21
Year 3	\$29,122.21
3-Year Initial Term Total:	\$87,336.63
1st Renewal	\$29,122.21
2nd Renewal	\$29,122.21
3rd Renewal	\$29,122.21
Total of 3 Renewal Terms:	\$87,336.63
TOTAL PROPOSED CONTRACT VALUE	\$174,733.26

Optional / Additional Services

The following pricing shall be used only if authorized in writing by the City and is not included in the Base Annual Pricing.

Description	Unit	Unit Price
Additional Tree Lighting Up to 20 Feet	Per Tree	\$640.00
Additional Tree Lighting 21-35 Feet	Per Tree	\$940.00
Additional Tree Lighting 36-50 Feet	Per Tree	\$1,940.00
Additional Tree Lighting Over 50 Feet	Per Tree	\$1,800.00
Entrance Monument Uplighting – Flamingo Road Entrances	Per Location	\$1,800.00
Entrance Monument Uplighting – Griffin Road Entrances	Per Location	\$1,800.00
Entrance Monument Uplighting – Sheridan Street Entrances	Per Location	\$1,800.00
Entrance Monument Uplighting – Palm Avenue Entrances	Per Location	\$1,800.00
Entrance Monument Uplighting – Community Monument Signs	Per Location	\$1,800.00
City Facility Uplighting – City Hall	Per Facility	\$3,500.00
City Facility Uplighting – Community Center	Per Facility	\$3,500.00
City Facility Uplighting – Pool & Tennis Center	Per Facility	\$3,500.00

RFP2026-4
HOLIDAY LIGHTING AND DECORATIONS

City Facility Uplighting – Suellen H. Fardelmann Sports Complex	Per Facility	\$3,500.00
City Facility Uplighting – Bill Lips Sports Complex	Per Facility	\$3,500.00
City Facility Uplighting – Flamingo West Park	Per Facility	\$3,500.00
Pole-Mounted Wreath 48" Diameter	Each	\$689.00
Building Wreath - 48" Diameter	Each	\$489.00
Building Wreath - 72" Diameter	Each	\$999.00
Building Wreath - 96" Diameter	Each	\$1,950.00
Decorative Garland – Min 12" Diameter	Linear Ft.	\$18.00
Lighted Garland - Min 12" Diameter	Linear Ft.	\$25.00
Entryway Garland – Min 18" Diameter	Linear Ft.	\$18.00
Holiday Light Tunnel – Min 40 Ft.	Each	\$7,999.90