

IMPACT WINDOWS AND GLASS DOORS +/- 90 PSF TO +/- 120 PSF (WIND RETROFIT)

IFB2025-6

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

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

Ironclad Impact Windows & Doors, LLC, a Florida Limited Liability Company, located at 3701 SW 47th Ave, Suite 106, Davie, FL 33314, (hereinafter referred to as the "Contractor"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WITNESSETH:

WHEREAS, the Contractor has offered to replace the existing exterior windows and doors at the CITY's BSO Police Station and install new impact windows and glass doors, on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), Invitation for Bid ("IFB") No. 2025-6 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 October 1, 2025, which is incorporated herein by reference; and

WHEREAS, the City desires to procure construction services from the Contractor 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) The City advertised IFB2025-6 on September 23, 2025, for the replacement of the existing exterior windows and doors at the CITY's BSO Police Station. The scope of work will generally consist of, but is not limited to, the following: furnishing of all materials/supplies, equipment, machinery, mobilization, labor, supervision, expertise, and services necessary to remove existing windows & doors and install new +/- 90 PSF

to +/- 120 PSF impact windows & doors at the City's BSO Police Station, as more particularly described in **Appendix "A"** attached hereto and by this reference made a part hereof, for the said IFB entitled:

IFB2025-6
"IMPACT WINDOWS AND GLASS DOORS +/- 90 PSF TO +/- 120 PSF (WIND RETROFIT)"

b) Bids were opened on October 6, 2025, and subsequently evaluated.

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 IFB2025-6 and any associated addenda any other exhibits and attachments 5) the Contractor's Proposal. This Agreement shall supersede any "click-through" terms and conditions that may be imbedded 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 their authorized representatives.

3.2 The Contractor shall provide the good 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 good 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 and the Contractor shall perform the same 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.

3.5 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

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue until the project is completed and approved by the City's representative.

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

- a) to the Project Manager
Junias Aldajuste, Engineer II
City of Cooper City, Utilities Department
11791 SW 49th Street
Cooper City, Florida, 33330
Telephone No. (954) 434-4300 X 113
JAldajuste@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, Chero, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For Contractor:

Ironclad Impact Windows & Doors, LLC
Iris Edri
3701 SW 47th Ave, Suite
Davie, FL 33314
Telephone No. (954) 743-4321
relations@ironcladimpactwindows.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

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 in order to determine the price the Contractor will charge to provide the work performed under this Contract. The compensation for all work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the Contractor.

All Work undertaken by the Contractor before City's approval of this Contract or after the expiration of this contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

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. COMPENSATION AND METHOD OF PAYMENT

The Contractor may bill the City periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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, 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.

ARTICLE 9. INDEMNIFICATION

The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any

third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

ARTICLE 10. 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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate 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 \$1,000,000 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 practical.

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 11. PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
 1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement,

CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 12. SCRUTINIZED COMPANIES

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 13. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

ARTICLE 14. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 15. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 16. E-VERIFY

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 subvendors/subconsultants/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 17. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or

Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 18. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The City shall only be liable for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 19. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the Contractor in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The Contractor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 20. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its Subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 21. INDEPENDENT CONTRACTOR

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

ARTICLE 22. MANNER OF PERFORMANCE/SERVICES AND RESPONSIBILITIES

- a) Contractor hereby agrees to provide **Error! Reference source not found.**, 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, "**IFB2025-6**", "**Impact Windows And Glass Doors +/- 90 PSF To +/- 120 PSF (Wind Retrofit)**" and Contractor's response thereto. Contractor agrees to do everything required by this Agreement, the Invitation for Bid Package, Amendments/Modifications to this Agreement, and Commission award complete with proposal form. The City shall be entitled to a 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 for 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 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 performing the work.
- 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 23. 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 of City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 24. 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 judgement 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 25. AUDITS – ACCESS TO RECORDS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto, unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be constituted 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 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

Contractor shall keep such records and accounts and require any and all subcontractor 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 27. 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 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 28. 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 29. 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 30. 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.

ARTICLE 31. NOTICE OF DEFUALT – 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 32. 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 33. PATENT AND COPYRIGHT INDEMNIFICATION

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.

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.

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.

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 to (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).

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 34. CONFIDENTIALITY

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 35. 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 hired 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 36. 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 37. 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:

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.

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.

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).

The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

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).

Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

Any other laws prohibiting wage rate discrimination based on sex.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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 or certifications, obtain and pay for all permits or 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 38. 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 39. 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 40. 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 41. 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 42. 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 43. ASSIGNMENTS; AMENDMENTS

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.

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. APPENDICES/EXHIBITS

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 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.

17.2 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.

17.3 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.

(REMAINDER 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: _____

CITY MAYOR

CITY MANAGER

APPROVED AS TO LEGAL FORM

AND SUFFICIENCY BY:

CITY ATTORNEY

CITY CLERK

STATE OF

COUNTY OF

Florida
Broward

Ironclad Impact Windows & Doors, LLC

Date: 10/16/2025

By:

NAME

Owner / President
TITLE

WITNESSED BY:

ADDRESS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared David Sutton as owner/president of Ironclad Impact Windows & Doors, LLC, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of David Sutton as owner/president of Ironclad Impact Windows & Doors, 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
16th day of October, 20 05.

NOTARY PUBLIC

Iris Edri

Print or Type Name

My Commission Expires:

8/31/2029



APPENDIX A
SCOPE OF SERVICES

The Contractor shall replace all exterior windows and doors at the City of Cooper City/Broward Sheriff Police Station, located at 10580 Stirling Road, Cooper City, Florida 33026. The Contractor will remove and dispose of three (3) existing glass doors and twenty-eight (28) existing windows. The Contractor shall also install new impact-resistant glass doors and windows. All new doors and windows shall be designed to withstand pressures ranging from +90 PSF to +120 PSF and capable of withstanding hurricane-force winds up to 210 MPH, including resistance to wind-borne debris.

Contractor shall furnish all labor, equipment, materials, insurance, and incidentals necessary to complete the work, including but not limited to plaster, sealants, framing, coatings, and painting. All products installed must meet Advancing Standards Transforming Markets (ASTM) code requirements, as well as all applicable regulatory requirements, industry standards, and best construction practices.

In addition to the installation of doors and windows, the Contractor shall be responsible for completing the Property Information Sheet (PIS), documenting pre-mitigation and post-mitigation conditions through color photographs and video, and providing post-inspection reports and certifications of completion for each structure. The Contractor shall also be responsible for obtaining and submitting all required permits and shall pay all permit fees associated with the work. Permit fees will be reimbursed by the City based on actual cost.

General Requirements

Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

- Americans with Disabilities Act (ADA)/ Florida Building Code Accessibility
- South Florida Building Code
- National Fire Protection Association (NFPA)
- Florida Fire Prevention Code (FFPC)
- City of Cooper City Code of Ordinances
- Advancing Standards Transforming Markets (ASTM) code requirements

The quality of all materials must meet the highest standards and must be installed using best practices of the construction industry. The method of removal of doors and windows shall allow for the removal of only as many doors and windows from the building and premises as can be replaced during a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

Contractor shall comply with product manufacturer's instructions for installing doors, windows, hardware, accessories, and other related components. Contractor shall conduct a pre-installation coordination meeting with the door manufacturer and installer and verify all access control requirements are understood and accommodated before fabrication or installation.

Contractor will ensure that all safety measures are maintained throughout the duration of construction.

Contractor will restore to original condition all property not designated for alteration by the Contract Documents.

Contractor will be responsible for thoroughly inspecting and evaluating the project site to gain a full understanding of the existing conditions and scope of work prior to submitting a bid proposal.

The Contractor will demonstrate good project management practices. Among these practices, the Contractor will demonstrate clear and effective communication with the City of Cooper City and respective staff, outside permitting agencies, and all parties involved. The Contractor will demonstrate efficient and effective management of time, resources, and documentation.

IMPACT WINDOWS AND GLASS DOORS +/- 90 PSF TO +/- 120 PSF (WIND RETROFIT)

The Contractor, at its expense, as requested by the Project Manager, attend all meetings requested by the Project Manager to discuss the work under the Contract.

The Contractor will comply with and shall cooperate with the Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and stopping time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building will be fully occupied and operational during the project. The safety and operation of the City/Broward Sheriff Police Station functions shall take priority over all matters. Disruption of services shall not be allowed.

General Requirements

The Contractor shall have 120 days from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this project, Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities. Final completion shall mean when the Grantor issues the final reimbursable payment.

All work for this project must be **completed within 150 days** from the start of when the Notice to Proceed is issued.

Engineering and Inspections

Contractor will provide all applicable design and professional sealed drawings, as-build drawings, etc. required for permitting and completing the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project "Performance Requirements" of Structure Design Pressures and Thermal Values as part of the submittal and permitting processes.

Impact Doors (+/- 90 to +/- 120 PSF Rating)

Contractor will provide all necessary labor, materials and incidentals for the removal of the three (3) existing glass doors and installation of three (3) new impact glass doors, designed to withstand pressures ranging from +/- 90 PSF to +/- 120 PSF and capable of withstanding hurricane-force winds up to 210 MPH. Bidders shall re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation of new doors and windows. Services, equipment, and workmanship not conforming to the intent of Agreement or not meeting the approval of the City may be rejected.

Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City. All openings and sizes are to be field verified by the Contractor as part of the scope of work. Also, all quantities are to be field verified by the Contractor as part of the scope of work.

Contractor will provide the following pre-approved doors or approved equal products:

- Mr-Glass Series MRG-5000/500 LMI | Pressures +/- 90 | Width 147.0" x 112.25" Height
- Mr-Glass Series MRG-5000/500 LMI | Pressures +/- 90 | Width 75.0" x 86.0" Height
- Mr-Glass Series MRG-5000/500 LMI | Pressures +/- 90 | Width 39.0" x 86.0" Height

All work will follow the manufacturer's guidelines and not void any warranties. The Contractor will install impact doors that meet the following general requirements:

- Glass PSF rating must be at +/- 90 to +/- 120
- Glass Tint Color: Gray | Frame Color: Bronze
- Glass shall be Insulated Laminated (Solar Ban 70 or Equal)
- Energy efficient (Low-E) glass that is National Fenestration Rating Council (NFRC) Certified
- Frame and glass must have the capability to withstand Category 5 Hurricane Winds up 210 MPH
- Frames must be designed to support future access control hardware and low-voltage wiring (e.g., card readers, electric strikes, maglocks), and must have the availability of concealed pathways or preparations for wiring (e.g., raceways, hinge preps, power transfer devices).
- Entry Door Sill must be ADA complaint
- Locks and Hardware must be included. (Awarded bidder will coordinate the selection of locks and hardware with Project Manager)

IMPACT WINDOWS AND GLASS DOORS +90 PSF TO +120 PSF (WIND RETROFIT)**Impact Windows (+/- 90 to +/- 120 PSF Rating)**

Contractor will remove, disposal of existing windows and install new impact windows pursuant to the best industry practices. Services, equipment, and workmanship not conforming to the intent of Agreement or not meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City. All openings and sizes are to be field verified by the Contractor as part of the scope of work. Also, all quantities are to be field verified by the Contractor as part of the scope of work.

Contractor will provide the following windows:

- Mr-Glass Series MRG-300 | Pressures +90/-140 | Width 58" x 58" Height
- Mr-Glass Series MRG-400 LMI | Pressures +100/-100 | Width 58" x 14" Height
- Mr-Glass Series MG-450 | Pressures +90/-140 | Width 36" x Height 135"

All work will follow the manufacturer's guidelines and not void any warranties. The impact windows installed by the Contractor must meet the following general requirements:

- Single Pane Frame
- No Molding On Square Windows (Picture Window)
- Glass PSF rating must be at +/- 90 to +/- 120
- Glass Tint Color: Gray | Frame Color: Bronze
- Frame and glass must have the capability to withstand Category 5 Hurricane Winds up 210 MPH
- Glass shall be Insulated Laminated (Solar Ban 70 or Equal)
- Energy efficient (Low-E) glass that is National Fenestration Rating Council (NFRC) Certified

Warranty

Contractor will ensure all products carry the manufacturer's warranty. Contractor shall furnish its warranty/guarantee for all goods/services to be furnished hereunder. Contractor shall repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Contractor's expense.

- Product/Frames/Manufacturer Warranty: Minimum of 10 Years warranty
- Installation Warranty: Minimum of 1 year warranty
- Hardware and Moving Parts T: Minimum of 1 year warranty
- Insulating Laminated Glass: Minimum of 5 years warranty
- Stress Cracks: Minimum of 1 Year warranty
- Finish (Paint/Coating): Minimum of 3 years warranty

Permit Fees

Contractor will pay permit fees. Permit fees will be reimbursed based upon the cost of the permit fees associated with this project. Various agencies may have jurisdiction for the construction of the project, and the Contractor will be responsible for purchasing all permits in accordance with the Contract Documents. The permit fee listed within this solicitation is an estimate of the permit fees required for the project. The Contractor shall submit supporting documentation verifying actual cost, with each invoice for permit fees. Only permit fees substantiated and approved by the CITY will be paid as part of this solicitation.

Staging, Demolition, Removal and Disposal of Materials

Contractor shall coordinate with the City to determine which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. Contractor will coordinate the flow of work with the CITY and Broward Sheriff Police Station to always maintain a fully operational facility during the project.

Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Cooper City/Broward Sheriff Police Station to complete the project. Removed project doors, windows, and all other removed materials to be hauled off and disposed of legally by the Contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Cooper City waste containers.

IMPACT WINDOWS AND GLASS DOORS +/- 90 PSF TO +/- 120 PSF (WIND RETROFIT)

Close-Out and Final Inspection

Contractor will be responsible for attending the final inspection of the project, where the City or County or other approving official shall inspect and certify that all installation was performed in accordance with code and/or manufacturer's specifications.

Working Hours

All construction activities associated with this project shall be limited to the hours of **7:00 AM to 4:00 PM, Monday through Friday**, excluding City-observed holidays. No work shall be performed outside of these hours without prior written approval from the City. The Contractor will schedule all labor, deliveries, and equipment usage within the allowable work hours and shall ensure compliance by all subcontractors and personnel.

The City enforces Section 10-6 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the Contractor to apply toward the project.

Worksite, OSHA & Safety

Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor will utilize Occupational Safety & Health Administration (OSHA) Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction and Occupational Safety and Health Act of 1970, as amended; failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same. When there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. The Contractor will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to personnel on the Work site or who may be affected by the Work.

Consumption, possession, or distribution of alcoholic beverages is strictly prohibited on the project site at all times. Any personnel found in violation of this policy shall be immediately removed from the site and may be permanently barred from returning. The Contractor shall be responsible for enforcing this policy and ensuring a safe, professional, and substance-free work environment in accordance with applicable safety and labor standards.

The Contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The Contractor shall maintain all work staging areas in a neat and presentable condition.

Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

Language Proficiency

Contractor shall assign an on-site manager to supervise the work, who must be fluent in both written and spoken English.

APPENDIX B
PRICING

<u>Item #</u>	<u>Description</u>	<u>Window Size</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
1	Engineering and Inspections	N/A	Total	1	\$ 1,000.00	\$ 1,000.00
2	Main Entrance Double Door Opening	W=147" H=112.25"	Each	1	\$ 15,038.91	\$ 15,038.91
3	SE Double Door Opening	W=39" H=86"	Each	1	\$ 8,868.52	\$ 8,868.52
4	SE Single Door Opening	W=39" H=86"	Each	1	\$ 3,178.14	\$ 3,178.14
5	Square Window Openings	W=58" H=58"	Each	20	\$ 2,036.13	\$ 40,722.60
6	Wide Rectangular Window Openings	W=58" H=14"	Each	7	\$ 849.86	\$ 5,949.02
7	Tall Rectangular Window Opening	W=36" H=135"	Each	1	\$ 2,291.22	\$ 2,291.22
8	Installation/Labor	N/A	Each	1	\$ 8,000.00	\$ 8,000.00
9	Permitting	N/A	Total	1	\$ 10,000.00	\$ 10,000.00
10	Final Inspections, Certifications, and Close Out	N/A	Total	1	\$ 10,000.00	\$ 10,000.00
11	5% Contingency	N/A	Total	1	\$ 5,252.42	\$ 5,252.42
					Grand Total:	\$ 110,300.83