



CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2014, by and between:

THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and **ADVANCED ASSET MANAGEMENT, INC.**, (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

1. CONTRACTOR shall comply with the requirements and specifications as set forth in MCRA RFP 2014- 01 to provide property management services, a copy of which is attached and made part thereof as if set forth in full.
2. CONTRACTOR shall in accordance with instructions received from the MCRA provide property management services to the MCRA from the date of this contract for a period of one (1) year with an option to renew for an additional two (2) years under such terms and in accordance with such specifications as may from time to time be specified by the MCRA. This contract may be terminated for convenience by the MCRA with a minimum 30-day written notice to CONTRACTOR.
3. CONTRACTOR shall be responsible for damage to public or private property caused by operations under this contract. CONTRACTOR and any hired sub-contractors shall at all times maintain insurance coverage as outlined and within the limits set forth in the RFP document.
4. CONTRACTOR'S additional information submission dated April 3, 2014 clarifying the scope of services included in General Maintenance, Handyman Work, Porter Services, and the fee schedule for additional work outside of those included in the routine schedule shall be considered part of this agreement.

5. The MCRA reserves the right to alter CONTRACTOR'S schedule for performance of routine services as needed depending on activity scheduled for the location(s). Whenever possible, MCRA will provide 24 – 48 hours advanced schedule alteration notice to CONTRACTOR.
6. CONTRACTOR shall collect and deliver to the MCRA rental payments from all tenants on the 1st and 7th day of each month or the first business day thereafter. CONTRACTOR shall be responsible for the collection of late payment fees from tenants in accordance with the applicable lease agreement or as otherwise stipulated by the MCRA.
7. CONTRACTOR shall keep track of and note on the "Tenant Information Card" the date, dollar amount and type of any rental incentives given to tenants by the MCRA.
8. CONTRACTOR shall respond within 48 hours of notification to all property repair complaints made by tenants or the MCRA.
9. CONTRACTOR shall perform a minimum of two (2) visual site visit inspections per week of the landscaping and bus shelter maintenance operations performed by the contractors.
10. CONTRACTOR shall meet with the landscaping and bus shelter maintenance contractor operations supervisors a minimum of one (1) time per week to discuss issues and upcoming special needs.
11. Porter services shall be provided a minimum of three (3) days per week and sweeping services shall be provided a minimum of two (2) days per week.

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice of Advertisement, Request for Proposal Package MCRA RFP 2014-01, CONTRACTOR Response to MCRA RFP 2014-01 and all attachments, CONTRACTOR response to request for additional information dated April 3, 2014, Certificate(s) of Insurance, any addenda, additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

MCRA RFP NO. 2014-01, PROPERTY MANAGEMENT SERVICES

ARTICLE 3

CONTRACT TIME

A Blanket Purchase Order shall be issued to the CONTRACTOR and orders requested on an "as needed basis". CONTRACTOR shall bill the MCRA for services rendered and payment shall be upon acceptance by the MCRA.

ARTICLE 4

CONTRACT SUM

1. MCRA shall pay to CONTRACTOR the amount due in accordance with the schedule of pricing as stated in the RFP. CONTRACTOR shall submit a properly executed invoice after full completion of agreed upon work.

2. CONTRACTOR shall invoice for lump sum cost per year services in arrears on a monthly basis at 1/12th of the total annual cost. Lump sum fee and itemized pricing schedule for routinely scheduled activity are as follow:

SCOPE DESCRIPTION	MEASUREMENT	COST
a) Commercial Property Management	Lump Sum Cost per year	\$90,000 / YR
b) General Maintenance	Hourly Rate	\$32.00 / HR
Janitorial Service	Hourly Rate	\$16.50 / HR
Handyman Services	Hourly Rate	\$55.00 / HR
c) Leasing Fees – New Leases	Fee per New Lease	\$1,000 / New Lease
Leasing Fees – Renewals	Fee per Renewal Lease	\$100 / Renewal Lease
d) Maintenance Contract Management	Lump Sum Cost Per Year	\$7,500 / YR

3. Itemized pricing schedule for work requested in addition to work already included in the routinely scheduled activity above are as follow:

SCOPE DESCRIPTION	MEASUREMENT	COST
a) Margate Shopping Center – Sweeping Service Fee	Lump Sum Cost per Event	\$50.00
b) Chevy Chase Shopping Center – Sweeping Service Fee	Lump Sum Cost per Event	\$50.00
c) Vacant Lot at NW Corner of 441 and Margate Blvd. – Sweeping Service Fee	Lump Sum Cost per Event	\$40.00
d) Porter Services – In addition to those already included in the routine schedule	Hourly Rate	\$16.50

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed by submitting properly executed invoices.

Work shall be requisitioned on an “as needed basis” or performed in accordance with the routine schedule set forth in the RFP document and CONTRACTOR’S response to the RFP. CONTRACTOR shall invoice for work completed and payment shall be made upon acceptance by the MCRA. Final payment shall be made for each upon full completion of work as determined by the MCRA together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by MCRA. MCRA shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for

materials or labor.

- d. Damage to the MCRA or another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Time
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the MCRA to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the MCRA'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the MCRA may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MCRA OR HIS DESIGNEE, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MCRA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

IN WITNESSETH WHEREOF, MCRA and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the Contract Documents have been signed or identified by MCRA and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Frank Talerico, Chair

____ day of _____, 2014

Jerry A. Blough, Executive Director

____ day of _____, 2014

ATTEST:

Rita Rodi, MCRA Coordinator

____ day of _____, 2014

APPROVED AS TO FORM:

Eugene M. Steinfeld, Board Attorney

____ day of _____, 2014

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
AND CONTRACTOR FOR WORK TO BE PERFORMED AS PER MCRA RFP 2014-01
– PROPERTY MANAGEMENT SERVICES**

CONTRACTOR

FOR CORPORATION: ADVANCED ASSET MANAGEMENT, INC.

President

____ day of _____, 2014

(CORPORATE SEAL)

Secretary

____ day of _____, 2014

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
AND CONTRACTOR FOR WORK TO BE PERFORMED AS PER MCRA RFP 2014-01
– PROPERTY MANAGEMENT SERVICES**



Advanced Asset Management, Inc.

Real Property Support Services

6209 Margate Boulevard
Margate, Florida 33328
(954) 817-1041 Fax (954) 337-2436

April 3, 2014

Mr. Spencer Shambray, CPPB, Buyer I
City of Margate
Purchasing Division
City Hall Finance Department
5790 Margate Boulevard
Margate, Florida 33063

**RE: Margate Community Redevelopment Agency
RFP- MCRA 2014-01 – PROPERTY MANAGEMENT SERVICES**

Dear Mr. Shambray:

Pursuant to our conversation yesterday, we are now forwarding additional information requested. Following please note our intended scope of work associated with efforts classified under General Maintenance and Handyman Work.

General Maintenance includes building maintenance professionals who ensure a clean, orderly building environment and routine maintenance. Light labor is required to complete this job. Building maintenance workers not only fix broken equipment, but also perform preventative maintenance work on a regular basis. The basic scope of work would cover window cleaning, tint removal, minor cleanouts of vacated units, window sign removal, light bulb changes, repairs of garbage cans and ashtrays fixtures, minor window and door hardware repairs, replacing parking stops and repainting parking lot stripes.

Handyman Work includes a highly skilled craftsman who specializes in carrying out various odd jobs. Examples of work would include handling emergency repairs, minor plumbing and electric repairs, flooring repairs, (tile or VCT), board ups, and minor asphalt and sidewalk patches. A Handyman's scope will also include more laborious unit cleanouts, vacant unit spruce ups, carpentry and locksmith services, façade and stucco work.



Advanced Asset Management, Inc.

Real Property Support Services

6209 Margate Boulevard
Margate, Florida 33328
(954) 817-1041 Fax (954) 337-2436

April 3, 2014

RE: MCRA 2014-01

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Additionally, your office has requested hourly rates for our Porter services and a per service fee for Sweeping services.

In the event the MCRA desires to issue a task order for individual Porter service outside our normal service dates, whether to assist in special event clean up or in preparation for upcoming events, please note that Porter services are invoiced at \$16.50 an hour. Our current internal scope of work for porter service has been attached for your review.

In the event the MCRA desires to issue a task order for individual Sweeping service outside our normal service dates, the following rates would apply per location.

Margate Shopping Center	
Per Sweeping service fee	\$50.00
Chevy Chase Center	
Per Sweeping service fee	\$50.00
Vacant Lot NW corner of 441 and Margate Boulevard	
Per Sweeping service fee	\$40.00

I hope this has provided enough detail for your needs. Should we be of any further assistance please do not hesitate to contact me.

Sincerely,

ADVANCED ASSET MANAGEMENT, INC.

James Nardi
President/Broker

cc: File

Advanced Asset Management, Inc.
6209 Margate Boulevard
Margate, Florida 33063
(954) 817-1041
(954) 337-2436, facsimile

Two Shopping Centers

- 1 Margate Shopping Center, (Ace Hardware)
5801 - 6221 Margate Boulevard
- 2 Chevy Chase Plaza (Thrift Addiction)
1011 - 1051 North State Road 7

Duties: **Porter Monday**, Wednesday and Friday / Sweeping Sunday am

General Janitorial

Empty each garbage can (13 each) and reline
Clean one restroom, (8' x 6') Single toilet and sink
Restock paper goods, air freshener & soap
Mop floors once a month

General Building Cleaning

Remove cobwebs on storefronts
Remove any foreign substance from walkway i.e.. Gum, candy, etc.
Periodic window cleaning on vacant space
Keep area around dumpsters swept, neat and orderly

Rear of buildings

Walk area each work day
Insure meter rooms and vacant spaces are secured
Keep area neat and orderly

Entire property

Walk the entire property daily and pick up and dispose of any litter

Report:

Bulk debris items
Tenant neglect
Broken windows or building damage, or unsecured vacant space
Cars unregistered or abandoned or not in running order
Exterior common area lights that are out
Any issues with lawn maintenance, downed trees
Report any graffiti
Report any supply shortages