



**MARGATE COMMUNITY REDEVELOPMENT AGENCY  
5790 MARGATE BOULEVARD  
MARGATE, FLORIDA 33063**

**MCRA REQUEST FOR PROPOSAL (RFP) 2017-01  
PROPERTY MANAGEMENT SERVICES**

PRE-PROPOSAL DATE: Monday, February 6, 2017

PRE-PROPOSAL TIME: 10:00 AM

PROPOSAL SUBMISSION DATE: Wednesday, February 15, 2017

PROPOSAL SUBMISSION TIME: 3:00 PM

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING  
DIVISION PRIOR TO THE PROPOSAL SUBMISSION DATE AND TIME  
SPECIFIED ABOVE.**

**JANUARY 2017**



## **MCRA REQUEST FOR PROPOSAL 2017-01 PROPERTY MANAGEMENT SERVICES**

### **I. BACKGROUND AND INTRODUCTION**

The Margate Community Redevelopment Agency (MCRA) has acquired several commercial properties in anticipation of facilitating the redevelopment of said parcels to create a revitalized City Center. The MCRA owned properties consist of approximately 36 acres of vacant and occupied land which contains 93,105 square feet of partially leased commercial space.

The MCRA also maintains landscape and streetscape improvements along State Road 7, Atlantic Boulevard, Coconut Creek Parkway and Margate Boulevard, totaling approximately 8 miles of medians as well as 15 bus shelters throughout the Redevelopment Area. The MCRA maintains direct contracts for these services; therefore, these are not requested services through this Request for Proposal (RFP). However, the Scope of Work, as described herein, would include oversight of these maintenance contracts and coordination with MCRA staff on performance issues. The Property Manager (or firm) will act on behalf of the MCRA as an owner's representative administering and/or providing all related services which may include, but not be limited to:

- Leasing, rent collections, lease terminations
- General property management
- Financial management/property accounting
- Janitorial, trash removal and recycling
- Management of operations, vendors, and maintenance
- Oversight of maintenance contracts, contractor performance and billings

### **II. SCOPE OF SERVICES**

The MCRA owns approximately 18 parcels of property, of which 3 parcels contain 93,105 square feet of leasable commercial space and which are partially occupied (MCRA owned property maps are included in Exhibit A). The MCRA currently leases the space on a short term basis (no more than a 3 year lease term) in order to avoid negative cash flow while anticipating the future redevelopment of City Center. The remaining parcels are vacant.

In addition, the MCRA maintains approximately 8 miles of landscaped medians and 15 bus shelters, one outside of the MCRA boundaries. Maintenance contractors primarily for landscape maintenance and trash removal for all MCRA owned "vacant" properties and public improvements are contracted directly with the MCRA (contracts are included as Exhibit B.) General porter service and trash removal on the currently leased commercial properties and other maintenance will be handled through the Scope of Work described in this proposal. This inventory may change in the future should the MCRA acquire additional properties or build more public improvements.

This scope will include oversight of all asset management, property maintenance contractors and short term leasing and management of commercial properties. Services are to include but not be limited to:

#### 1. Commercial Property Management

- a) Providing onsite management and operating services for the portfolio, including providing the required staff.
- b) Collecting and accounting for rents and all receivables due to MCRA.
- c) Procurement, contract administration and management of all operating and maintenance services, as required and in accordance with MCRA Procurement Policies.
- d) Responsibility for providing quotes and accounts payable billing to MCRA for maintenance and repair services.
- e) Upon request by MCRA, Property Manager will coordinate with MCRA attorney on eviction proceedings.
- f) Develop accurate and concise operating budgets including costs for general maintenance, repair, and compensation. Operating budget(s) shall include suggested capital improvements or annual maintenance schedules, and recommendations to improve operations and reduce costs of the properties.
- g) Ensure all tenants maintain current Certificates of Insurance.
- h) Maintain and monitor a 24 hour emergency hotline.
- i) Be available to visit units for the purpose of addressing emergencies and other issues as requested by MCRA 7 days week. (MCRA will provide office space rent free for onsite management.)
- j) Provide janitorial services and general handyman services for minor repairs and unit cleanout.
- k) Provide porter and sweeping services at a minimum of twice per week with one of those days of service to be on a Monday.
- l) Serve as the liaison between the tenant and MCRA for complaints regarding property repairs; document all complaints in writing and provide to MCRA within 48 hours. Property Manager will contact MCRA immediately regarding any complaints considered by Property Manager as emergencies.
- m) Coordinate with tenant, maintenance and repair provider(s) to schedule and complete all repairs as deemed necessary by MCRA.
- n) Perform a tenant close-out inspection upon a lessee's move out. Complete a report detailing the unit's condition, document any estimated damages and provide owner a copy of the report within 3 days of the tenant's departure from the unit.

- o) Serve as a part of the MCRA team with an overall understanding of the future redevelopment of properties and active recruitment of businesses to retain for a future City Center; and
- p) Provide any other ancillary duties as requested by the MCRA.
- q) Attend MCRA Board meetings as requested.
- r) Attend weekly status meetings with the Executive Director and/or MCRA staff.
- s) Maintain accurate records of repair and maintenance costs.

## 2. Leasing and Renewals

- a) List unoccupied units on MLS and assist in marketing and leasing; maintain a record of all interest generated and potential applicant contact information;
- b) Create a policy/program recommendation for tenant improvement incentives and a documentation system in conjunction with MCRA staff and future goals for redevelopment;
- c) Negotiate and prepare new lease agreements, in accordance with MCRA policies and MCRA's attorney
- d) Negotiate renewal and termination of leases;
- e) Maintain hard files for each lessee which include documentation relative to: i) maintenance, ii) rental payments including late payment history, iii) eviction proceedings, if any, and iv) any other relevant information; and
- f) Provide any other ancillary duties as requested by MCRA.
- g) Provide monthly rent roll report for MCRA Board meetings.
- h) Maintain accurate records of lease terms, renewal dates, etc.

## 3. Maintenance Contract Management

- a) Provide overall contract management of MCRA's landscape and maintenance contracts;
- b) Conduct visual inspections twice per week or as needed;
- c) Serve as the liaison between the MCRA and contractors in terms of compliance with contract requirements including regularly scheduled meetings, maintenance schedules and damages and repair;
- d) Review and approve invoicing per contract and note deficiencies;
- e) Prepare annual budgets and make recommendations for modifications, deletions or additions to contracted maintenance; and coordinate with MCRA and the contractor to ensure thorough maintenance and site preparation (i.e. sprinklers off) prior to events in conformance with the special events calendar.

## 4. Other Maintenance

- a) Provide service to eleven, (11) trash receptacles and benches on Margate Boulevard and NW 58th Avenue. The scope for this service includes; wiping down benches, emptying each trash receptacle and relining three times a week, (Monday, Wednesday and Friday). Each bench shall be pressure cleaned quarterly.

### **III. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

The MCRA will conduct a pre-proposal conference for all prospective proposers on Monday, February 6, 2017 at 10:00 AM to be held in the Commission Chambers of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063.

At the conclusion of the pre-proposal conference, the MCRA will offer a bus tour of the areas to be serviced. Space on the bus tour is limited and will be made available to two (2) persons per proposer. Additional space, if available, will be provided on a first come, first served basis. All who participate in the bus tour will be required to execute a site visit liability release. (See Exhibit C)

Proposers are encouraged to attend the pre-proposal conference/bus tour and present inquiries during this time period.

All questions related to the RFP document and/or the procurement process shall be directed to Mr. Spencer Shambray, CPPB, Purchasing Manager at (954) 935-5341.

### **IV. THE SUBMITTAL PACKAGE**

The MCRA has prepared the following instructions for the RFP in order to minimize costs and response time and to ensure the RFP response is designed to provide the necessary information about the firm. Each submittal must include the attached check list labeled "Exhibit D". This check list must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Cover Letter (Provide a brief description and understanding of the work, address the firm's resources, personnel availability and commitment.)
2. Exhibit A – Contractor's Checklist – to be inserted after the Cover Letter.
3. Firm/Team organizational chart which includes:
  - a. Individuals Name and Position
  - b. Name of Firm
  - c. Clear designation of one person who will be the main contact for the respondent
  - d. Identify subcontractor(s) if any, and their qualifications as well as past working experience.
4. Firm description. (Qualification Statement)

5. "Key Staffing" (Name, Title and years with firm only. Do not include a resume here. All resumes, if included, should be included under "Additional RFP. Information" tab.)
6. Project Management – Describe firm's experience, project management approaches to address: communication needs of the team, how key decisions will be made, how conflicts will be resolved, how coordination will be handled with other entities (government, utilities etc.) and how schedule and budget will be managed.
7. Offeror's Certification (see attached sheets)
8. List a minimum of three (3) Key References including government, business or non-profit experience.
9. Proposed Fee Schedule – Provide a breakdown of the cost for each task to be performed under the Scope of Services. Provide hourly rates and conditions for any additional work beyond the scope of work specified.

Scope Description	Measurement	Cost
<b>I. Commercial Property Management</b>		
a) Property Management	Lump Sum Cost per Year	\$_____/YR
b) General Maintenance	Hourly Rate	\$_____/HR
c) Janitorial Services	Hourly Rate	\$_____/HR
d) Handyman Work	Hourly Rate	\$_____/HR
<b>2. Leasing and Renewals</b>		
a) Leasing Fees-New Leases	Fee per New Lease	\$_____/New Lease
b) Leasing Fees-Renewals	Fee per Renewal Lease	\$_____/Renewal Lease
<b>3. Maintenance Contract Management</b>	Lump Sum Cost per Year	\$_____/YR
<b>4. Other Maintenance-Margate Blvd/NW 58<sup>th</sup> Ave</b>	Lump Sum Cost per Year	\$_____/YR

\*Required Forms of the Check List (Exhibit D), Offeror's Qualification Statement and Offeror's Certification, Non-Collusive Affidavit and Proof of Insurance are attached hereto and shall be signed and submitted with the RFP response.

## **V. SUBMISSION REQUIREMENTS**

A. The City of Margate Purchasing Division will accept sealed Proposals until 3:00 PM, February 15, 2017. RFP packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Finance Department, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

B. Interested firms shall submit one (1) original and five (5) copies of the proposal (NO THREE (3) RING BINDERS), as well as an electronic copy (flash) drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The proposal packages shall be sealed and clearly marked on the outside “MCRA RFP 2017-01 and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFP. Compliance with all requirements shall be solely the responsibility of the Respondent.

C. By submitting a proposal, the proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

**D. NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior to the date and time specified.

E. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the MCRA and will not be returned to the proposers.

F. The Offeror's Certification form shall be signed by an authorized company representative.

G. In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

H. During the evaluation process, the Selection and Evaluation Committee (SEC), (as hereinafter defined) may, at its discretion, request firms to make oral presentations in person, by phone or via online video conference.

Such presentations will provide firms with an opportunity to answer any questions regarding the firm's qualifications. Not all firms may be asked to make such oral presentations.

## **VI. ADDENDA, ADDITIONAL INFORMATION**

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to Spencer Shambray, Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5328. Email: [purchase@margatefl.com](mailto:purchase@margatefl.com).

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request for Proposal and the resultant contract.

If you have received this RFP packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of proposals) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to [purchase@margatefl.com](mailto:purchase@margatefl.com). Include in the subject line "MCRA RFP 2017-01 Property Management Services."

No negotiations, decisions or actions shall be initiated by the proposer as a result of any discussions with an MCRA employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from proposers, which are signed and submitted in writing, will be recognized by the MCRA as duly authorized expressions on behalf of the proposer. It is the proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

## **VII. INSURANCE REQUIREMENTS**

The awarded proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the MCRA prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this contract shall provide insurance coverage as well.

The MCRA and the City of Margate (CITY) shall be named "additional insured" under the appropriate policies. Contractor agrees to provide CITY and MCRA a Certificate(s) of Insurance including associated endorsements evidencing that all coverage, limits and endorsements required are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

1a. FOR CITY  
City of Margate  
Purchasing Division  
5790 Margate Boulevard  
Margate, FL 33063  
Re: MCRA RFP 2017-01



1b. FOR MCRA  
Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, FL 33063  
Re: MCRA RFP 2017-01

## **VIII. EVALUATION AND SCORING**

The selection process consists of evaluation, scoring and selection by the Selection and Evaluation Committee (SEC), established for this purpose. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points, which will be used to rank each firm. The ranking of each firm will be tabulated from each SEC Member and combined with other SEC Members to determine the total score and weighted score for the firm.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm's chance of being selected.

The scoring criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top ranking RFP submittals.

<b>EVALUATION CATEGORIES</b>	<b>POINTS POSSIBLE</b>
1. Firm's experience and references, including government or non-profit experience	20
2. Designated Project Manager experience and references	20
3. Proposed service delivery method and communication plan with MCRA staff	20
4. Budgeting, accounting and reporting methodology	20
5. Fee schedule and proposal pricing	20
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

As the best interest of the MCRA may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The MCRA reserves the right to request additional information and/or request oral presentations from proposers in order to make any recommendations related to this solicitation. The MCRA reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work provided.

The MCRA also reserves the right to split contracted services if it is in the best

interest of the MCRA. The MCRA reserves the right to award this proposal to the proposer, which in its sole discretion believes best serves its interest. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

#### **A. Oral Presentations:**

During the evaluation process, the SEC Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the SEC may have on a firm's proposal. Not all firms may be asked to make such oral presentations. Should oral presentations be conducted, firms not requested give an oral presentation will not be on the shortlist of firms that will be final ranked in accordance with the evaluation criteria.

#### **IV. FINAL SELECTION AND AWARD OF CONTRACT:**

The MCRA reserves the right to shortlist firms that will be considered for final ranking, and to award the contract to the responsible offeror whose proposal and resulting contract is determined to be the most advantageous in the sole discretion of the MCRA, taking into consideration the evaluation factors and criteria set forth in this request for proposals, and who agree to provide the required services at compensation which the MCRA determines is fair, reasonable and competitive. The MCRA's decision will be final.

The successful proposer shall be required to execute a contract with the MCRA covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

The Contract shall be in the form approved by the MCRA. The final Contract will be subject to the approval of the Board of the Margate Community Redevelopment Agency.

#### **X. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm's expense, unless the firm is notified in writing by the MCRA of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- City of Margate
- Margate Community Redevelopment Agency
- U.S. General Accounting Office (GAO),
- Parties designated by federal or state governments or by the CITY or MCRA as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## **XI. RFP SCHEDULE REQUIREMENTS**

The schedule of events, relative to the procurement shall be as follows:

<b>Event</b>	<b>Date (on or by)</b>
1. Issuance of RFP	January 19, 2017
2. Receipt of RFP (submission deadline)	February 15, 2017
3. Proposal Evaluations	Week of February 20, 2017
4. Oral Presentations with short listed firms	Week of February 27, 2017
5. Negotiations	Week of March 6, 2017
6. Contract Award by Board	April 12, 2017

The MCRA reserves the right to change and/or delay scheduled dates.

## **XII. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

Samples of the following documents, (except certificate of insurance) are attached and shall be executed as a condition to this offer:

- (a) Proposal and Offeror's Certification
- (b) Qualifications Statement
- (c) Proof of Insurance (Refer to Section VI, Submission Content)
- (d) Non-Collusive Affidavit Form
- (e) Exhibit A

## **XIII. GENERAL CONDITIONS:**

**A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** “A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**B. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or contractor under contract with any public entity, and may not transact business with any public entity.

**C. EXPENSES:** All expenses for making the proposal to the MCRA are borne by the proposer.

**D. WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn up until the date and time set forth for the opening proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

**E. APPLICABLE LAWS:** All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations

**F. FORM OF AGREEMENT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, as a minimum, applicable provisions of the Request for Proposal. The MCRA reserves the right to reject any agreement that does not conform to the Request for Proposal and any MCRA requirements for agreements and contracts.

**G. CONFLICT OF INTEREST** – For purposes of determining any possible conflict of interest, all Proposers must indicate if any or MCRA employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

**H. COPYRIGHTS AND PATENT RIGHT** – proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the MCRA harmless from any and all liability, loss or expense by any such violation.

**I. TAXES** – The MCRA is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

**J. NON-COLLUSIVE STATEMENT** - By submitting this proposal, the proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to “Non-Collusive Affidavit” form attached.)

**K. ASSIGNMENT** – Contractor may not assign or transfer this contract in whole or part without prior written approval of the MCRA.

**L. TERMINATION FOR CONVENIENCE OF MCRA** – Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the MCRA may without cause and without prejudice to any other right or remedy, terminate the agreement for the MCRA's convenience whenever the MCRA determines that such termination is in the best interests of the MCRA. Where the agreement is terminated for the convenience of the MCRA the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the MCRA under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

**M. LITIGATION VENUE** - 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 only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

**N. CANCELLATION FOR UNAPPROPRIATED FUNDS** - The obligation of the MCRA for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**O. GOVERNMENT RESTRICTIONS** - In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the MCRA at once, indicating in their letter the specific regulation which required an alteration. The MCRA reserve the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the MCRA.

**P. CONTRACTOR NOTICES:** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

**Q. DAMAGES OR LOSS:** The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

**R. WAIVER OF JURY TRIAL:** 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 WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

**S. INDEMNIFICATION:** To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the MCRA and CITY, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the MCRA or City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**T. NO WAIVER:** No waiver of any provision, covenant or condition within this agreement, or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

**U. LIMITS ON SERVICES:** Proposer acknowledges that the Scope of Services shall be limited to "contractual services" as defined in FS 287.012(8) and shall not include "professional services as defined in FS 287.055(2)(a).

**RFP PROPOSAL FORM NO. MCRA RFP 2017-01**

**BID TO: BOARD MEMBERS**

**MARGATE COMMUNITY REDEVELOPEMENT AGENCY**

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

**MCRA RFP 2017-01 PROPERTY MANAGEMENT SERVICES**

2. Proposer accepts all of the terms and conditions of the RFP Documents including disposition of the Bid Security if required.

3. The RFP will remain open until a contract is awarded unless otherwise required by law. Bidder will enter into an Agreement with the City, and will furnish the insurance certificates, Payment Bond and Performance Bond (if required by the Contract Documents).

4. It is the Proposer's responsibility to contact the City prior to the RFP submission date and time to determine if any addenda have been issued on the project. Proposer has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number	_____	Date	_____
	_____		_____
	_____		_____

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.

6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm or corporation to refrain from bidding and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

To all the foregoing, and including all Proposal Schedule(s) and Information Required of Proposer contained in this Proposal Form, said Proposer further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Proposal Price(s) submitted and agreed upon.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SIGNER \_\_\_\_\_

(Print or Type)

TITLE OF SIGNER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FACSIMILE NO. \_\_\_\_\_



**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS AN INDIVIDUAL**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal  
Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by \_\_\_\_\_ (Name), who is personally known to  
me or who has produced \_\_\_\_\_ as identification and who  
did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ (Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## **OFFEROR'S CERTIFICATION**

### **WHEN OFFEROR IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (Name),  
(Title) of \_\_\_\_\_ (Name of Company) who is  
personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## **OFFEROR'S CERTIFICATION**

### **WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address of Corporation

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

I. State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (Name), (Title) of \_\_\_\_\_ (Company Name) on behalf of the corporation, who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did (did not) take an oath.  
WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says  
that:

- (1) He/she is the \_\_\_\_\_, (Owner,  
Partner, Officer, Representative or Agent) of  
the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the  
attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have  
in any way colluded, conspired, connived or agreed, directly or indirectly,  
with any other Bidder, firm, or person to submit a collusive or sham Bid in  
connection with the Work for which the attached Bid has been submitted; or  
to refrain from bidding in connection with such Work; or have in any manner,  
directly or indirectly, sought by agreement or collusion, or communication, or  
conference with any Bidder, firm, or person to fix the price or prices in the  
attached Bid or of any other Bidder, or to fix any overhead, profit, or cost  
elements of the Bid price or the Bid price of any other Bidder, or to secure  
trough any collusion, conspiracy, connivance, or unlawful agreement any  
advantage against (Recipient), or any person interested in the proposed  
Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not  
tainted by any collusion, conspiracy, connivance, or unlawful agreement on  
the part of the Bidder or any other of its agents, representatives, owners,  
employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_ By:

\_\_\_\_\_  
(Printed Name)

(Title)

**ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,  
or Type as Commissioned)

## OFFEROR'S QUALIFICATION STATEMENT MCRA RFP 2017-01

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard  
Margate, Florida 33063

### CIRCLE ONE

SUBMITTED BY:	Corporation
NAME:	Partnership
ADDRESS:	Individual
PRINCIPAL OFFICE:	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation:
- b. State of Incorporation:
- c. President's name:
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization:
  - b. Name, address and ownership units of all partners:
  
  - c. State whether general or limited partnership:
- 
4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- 
5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- 
6. How many years has your organization been in business under its present business name?
- a. Under what other former names has your organization operated?



7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this LOI. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

**THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

(Signature)

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who  
did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,  
or Type as Commissioned)

## **DRUG-FREE WORKPLACE PROGRAM FORM – MCRA RFP 2017-01**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBIT B

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 479

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA), APPROVING AN AGREEMENT WITH ROOF PAINTING BY HARTZELL, INC., FOR ROUTINE MAINTENANCE SERVICES FOR MARGATE COMMUNITY REDEVELOPMENT AGENCY MAINTAINED BUS SHELTERS.


---

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency, hereby approves an agreement with Roof Painting by Hartzell, Inc. for the routine maintenance services of the Margate Community Redevelopment Agency maintained bus shelters.

Section 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 9th DAY OF MARCH, 2016.



Chair Frank Talerico

RECORD OF VOTE

Peerman	YES
Bryan	YES
Ruzzano	YES
Simone	YES
Talerico	AYE



## AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of March, 2016, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY ("MCRA"), FLORIDA, a Florida corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "MCRA"); and Roof Painting by Hartzell, Inc., whose address is 2301 N.W. 33<sup>rd</sup> Court, Suite 112, Pompano Beach, Florida 33069 (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 to enter into an agreement for ROUTINE MAINTENANCE SERVICES FOR MARGATE CRA MAINTAINED BUS SHELTERS attached hereto as Exhibit "A: and made part of this agreement.

## ARTICLE I

### THE CONTRACT DOCUMENTS

1.1 The AGREEMENT Documents consist of all of the following: Written Quotation: MCRA 16-4376, Price Proposal Sheet and Certificates of Insurance, which are made a part of this agreement and any additional documents which are required to be submitted under this agreement, and all amendments, modifications and supplements issued on or after the effective date of the Agreement.

## ARTICLE 2

### SCOPE OF THE WORK

2.1 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:

#### **Routine Maintenance Services for Margate CRA Maintained Bus Shelters**

2.2 Under this Agreement, additional work not specified herein may be ordered in writing which, individually or when cumulatively added to the amounts authorized and/or amendments to the AGREEMENT, do not increase the cost of the work to the MCRA in excess of ten percent (10%) of the total contract amount (including contingency) or \$25,000, whichever is less, they may be approved by signed approval of the Executive Director of the MCRA or designee.

2.3 In the event the CONTRACTOR during the course of the work and under this AGREEMENT requires the services of subcontractors or other professional associates in connection with services covered by this AGREEMENT, CONTRACTOR shall secure prior written approval of the MCRA.

## ARTICLE 3

### TIME OF PERFORMANCE

3.1 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The work to be performed under this AGREEMENT shall be commenced upon March 13, 2015, the date of the AGREEMENT and specified in the Notice to Proceed and subject to authorized

adjustments.

3.2 The term of the AGREEMENT shall be for a period of one (1) year and may be renewed for an additional two (2) one (1) year extensions providing all terms and conditions remain the same; providing for availability of funding.

#### ARTICLE 4

#### CONTRACT SUM

4.1 CONTRACTOR shall submit invoices for payment for work completed on a monthly basis. Payments shall be based on CONTRACTOR'S Price Proposal Sheet attached hereto and as part of Exhibit "A" as follows:

- MCRA shall pay to CONTRACTOR an annual amount not to exceed \$25,020
- Contingency of 10% in an amount not to exceed \$2,502

4.2 CONTRACTOR agrees that the MCRA shall have the discretion to increase or decrease the contract amount should monies become available or unavailable for this work.

4.3 Rates shall remain firm and fixed for the initial AGREEMENT term. Rates for any extension term are subject to negotiation between parties and any changes may require MCRA Board approval. In the event the CONTRACTOR wishes to adjust the rates for the extension term, CONTRACTOR shall notify the MCRA in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the CONTRACTOR and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the CONTRACTOR under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 10% increase). In the event that the rates cannot be resolved to the MCRA's satisfaction the Executive Director or designee reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

4.4. Payments shall be made up to the contract amount for work completed. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Agreement Documents.

## ARTICLE 5

### PAYMENT

5.1 The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by 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.

5.2 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

6.1 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

7.1 Terms used in this Agreement which are defined in the Special and General Conditions of the AGREEMENT shall have the meanings designated in those Conditions.

7.2 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.

7.3 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.

7.4 CONTRACTOR shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT 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 AGREEMENT by CONTRACTOR and the MCRA may, at its discretion, cancel the AGREEMENT and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

7.5 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.

7.6 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 AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7.7 DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY 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.

7.8 TERMINATION FOR CONVENIENCE OF MCRA: Upon thirty (30) days written notice to CONTRACTOR, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONTRACTOR must state that the AGREEMENT is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the AGREEMENT, and refrain from placing further orders and Subcontracts. CONTRACTOR shall be paid for all work completed satisfactorily up to the effective termination date. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

7.9 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.

7.10 INSURANCE: The CONTRACTOR will assume the full duty, obligation, and expense of obtaining all insurance required. The City of Margate, Margate Community Redevelopment Agency (MCRA), Advanced Asset Management (AAM), and Broward County Board of Commissioners (Broward County) shall all be named as additional

insured.

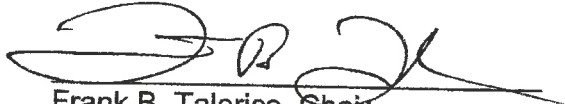
The CONTRACTOR shall be liable for any damages or loss to the City, MCRA, AAM and Broward County occasioned by negligence of the CONTRACTOR or its agents or any person the bidder has designated in the completion of its contract as a result of the quote.

The CONTRACTOR shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurances which indicate that the insurance coverage's have been obtained or otherwise secured in a manner satisfactory to the City, MCRA, AAD and Broward County in an amount equal to 100% of the requirements provided herein, prior to start of work. Any subcontractor hired by the CONTRACTOR for this project, shall provide insurance coverage as stated herein. City, MCRA, AAM and Broward County shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work. City, MCRA, AAM and Broward County specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

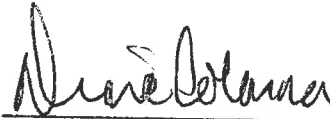
- 1a. FOR CITY  
City of Margate  
Purchasing Division  
5790 Margate Boulevard  
Margate, FL 33063
- 1b. FOR MCRA  
Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, FL 33063
- 1c. Advance Asset Management  
5909 Margate Boulevard  
Margate, FL 33063
- 1d. Broward County Board of County Commissioners  
Risk Management Division Room 210  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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

MARGATE COMMUNITY REDEVELOPMENT AGENCY

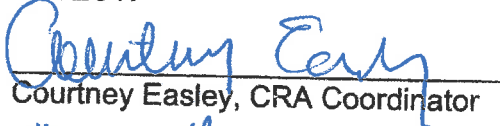
  
Frank B. Talerico, Chair

9<sup>th</sup> day of March, 2016

  
Diane Colonna, Executive Director

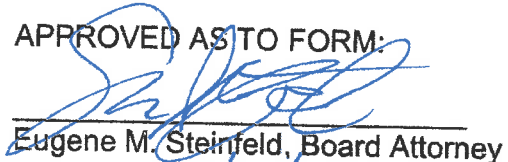
9<sup>th</sup> day of March, 2016

ATTEST:

  
Courtney Easley, CRA Coordinator

9<sup>th</sup> day of March, 2016

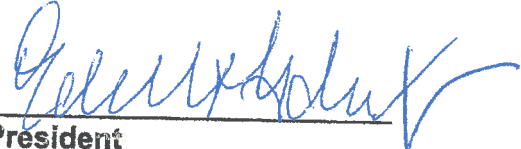
APPROVED AS TO FORM:

  
Eugene M. Steinfeld, Board Attorney

9<sup>th</sup> day of March, 2016

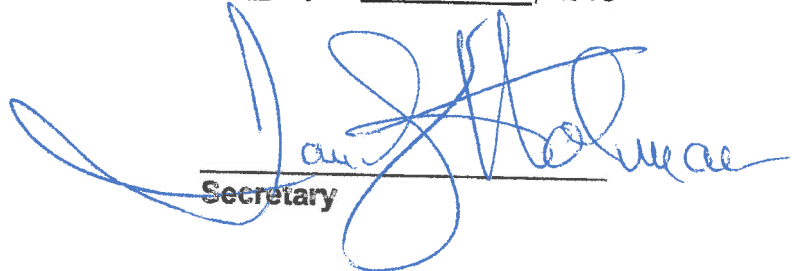
**FOR CONTRACTOR**

**FOR CORPORATION:**

  
\_\_\_\_\_  
**President**

2 day of March, 2016

**(CORPORATE SEAL)**

  
\_\_\_\_\_  
**Secretary**

2 day of March, 2016

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY  
(MCRA) AND ROOF PAINTING BY HARTZELL, INC., FOR ROUTINE MAINTENANCE  
SERVICES FOR MCRA MAINTAINED BUS SHELTERS**

## EXHIBIT A

## Board Members

Frank Talerico  
Chair

Joanne Simone  
Vice Chair

Joyce W. Bryan  
Board Member

Lesia Peerman  
Board Member

Tommy Ruzzano  
Board Member



## Staff

Diane Colonna  
Executive Director

Cotter Christian  
Engineer/Project Manager

Kim Vazquez  
Project Manager

Courtney Easley  
Coordinator

Routine Maintenance Services for Margate CRA Maintained Bus Shelters

DATE: January 26, 2016

WRITTEN QUOTATION: MCRA 16-4376

DUE DATE: February 16, 2016

VENDOR NAME ROOF PAINTING by HARTZELL, INC.

ADDRESS 2301 N.W. 33rd COURT, SUITE 112  
POMPANO BEACH, FL 33069

PHONE 561-239-4711 FAX # 954-957-9766

EMAIL BOCASTECK@AOL.COM

PRINT NAME WILLIAM STECKLOW

SIGNATURE 

THE MARGATE COMMUNITY REDEVELOPMENT AGENCY IS REQUESTING WRITTEN QUOTATION FOR THE FOLLOWING:

DESCRIPTION: ROUTINE MAINTENANCE SERVICES FOR MARGATE CRA MAINTAINED BUS SHELTERS

NOTE: QUOTED UNIT COSTS FOR REPETITIVE MAINTENANCE WORK SHALL BE GOOD FOR A MINIMUM OF THREE (3) YEARS.

Award: This quote, if it be awarded, will be made based on the quote which is deemed to be in the best interest of the CRA, as determined in the sole discretion of the CRA. The CRA reserves the right to weigh factors such as Contractor's references and previous work experience when making an award determination; to accept or reject any or all quotes/parts of quotes, to waive informalities in any quote, or to take any other action that is deemed to be in the best interest of the CRA.

Regulations: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of quote.

**Scope:** Provide routine maintenance services for all CRA maintained bus shelters so all bus shelters are kept clean and free from trash and debris.

Routine services shall include:

- Trash Removal & Litter Removal (Three times per week) - Pick up all trash, litter and debris within and surrounding the bus shelter (within twenty (20) feet).
- Empty and reline each trash receptacle (Three times per week) - trash shall be disposed of off-site at contractor's expense; cost of trash bags shall be included.
- Waste Container Cleaning (Once per month)
- Remove weeds from within cracks/concrete expansion joints.
- Quarterly pressure washing of each bus shelter including sides, floors, awnings and surrounding pad area removing dirt, gum, spider webs, etc. with a pressure washer machine capable of delivering no more than 3200 psi pressure and using a biodegradable detergent (no chlorine).
- Report graffiti and overall appearance inspection once a week for each shelter.

**Bus Shelter Locations:**

- NE Corner of State Road 7 & Colonial Blvd.
- SW Corner of State Road 7 & Colonial Blvd.
- NE Corner of State Road 7 & Winfield Blvd.
- SE Corner of State Road 7 & Copans Road
- NE Corner of State Road 7 & Copans Road
- SW Corner of State Road 7 & Copans Road
- Northside of Royal Palm Blvd. West of State Road 7
- Westside of State Road 7 & Coconut Creek Parkway
- Eastside of State Road 7 & Coconut Creek Parkway
- Southside of Coconut Creek Parkway West of Banks Road
- Northside of Atlantic Blvd. & Lakewood Circle
- Northside of Atlantic Blvd. East of Lakeside Drive
- Southwest Corner of State Road 7 & Southgate Blvd.
- Northeast Corner of State Road 7 & Southgate Blvd.
- Southside of Sample Road west of Banks Road

**15 total, see map attached as Exhibit 1.**

**Pricing:** Pricing shall include all charges for labor, materials, and transportation, equipment, insurance, and permit fees (if needed).

**Permits:** In the event the CRA engages the Contractor for additional services that require the issuance of permits, Contractor shall be responsible for obtaining the necessary permits and inspections. After notice of contract award for any service(s) requiring permits, Contractor must vigorously pursue obtaining of required permits. In addition, Contractor must pay any fees or surcharges required by Broward County or other regulating agencies.

**Special Provisions:**

- All work at the sites shall be performed during the hours of 8:00 a.m. and 5:00 p.m. or dawn to dusk, and Contractor will not permit overtime work or the performance of Work on Sunday or any legal holiday without the CRA's written consent

- All respondents, prior to submitting their quote, shall review the bus shelter locations. By submitting a quote, respondents are acknowledging that they have inspected the sites and have a complete plan for the work
- Contractor shall notify the CRA of any issues or damage to the bus shelters
- Contractor shall provide all employees with color coordinated uniforms, with the Contractor's business name and/or logo clearly indicated, that shall meet the City's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times.
- Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 4" letters

**Insurance Requirements:** The Contractor will assume the full duty, obligation, and expense of obtaining all insurance required. The City of Margate, Margate Community Redevelopment Agency (MCRA), Advanced Asset Management (AAM), and Broward County Board of Commissioners (Broward County) shall all be named as additional insured.

The Contractor shall be liable for any damages or loss to the City, MCRA, AAM and Broward County occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the quote. The successful Contractor shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurances which indicate that the insurance coverages have been obtained or otherwise secured in a manner satisfactory to the City, MCRA, AAD and Broward County in an amount equal to 100% of the requirements provided herein, prior to start of work. Any subcontractor hired by the Contractor for this project, shall provide insurance coverage as stated herein. City, MCRA, AAM and Broward County shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work. City, MCRA, AAM and Broward County specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

- 1a. FOR CITY  
City of Margate  
Purchasing Division  
5790 Margate Boulevard  
Margate, FL 33063  
Re: WRITTEN QUOTATION
- 1b. FOR MCRA  
Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, FL 33063  
Re: WRITTEN QUOTATION
- 1c. Advance Asset Management  
5909 Margate Boulevard  
Margate, FL 33063  
Re: WRITTEN QUOTATION



1d. Broward County Board of County Commissioners  
Risk Management Division Room 210  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Re: WRITTEN QUOTATION

**Questions:** All technical questions related to this request for quotation may be directed to Kim Vazquez at (954)935-5324.

All general questions related to the submission of quotes may be directed to Spencer Shambray at (954) 935-5346.

Quotes may be submitted by email or fax, but no later than 6:00PM on the due date.

Emailed submissions may be sent to [purchase@margatefl.com](mailto:purchase@margatefl.com) and faxed submissions may be sent to (954)935-5258.

**Contract:** The successful Contractor will need to sign an agreement with the Margate CRA.

A handwritten signature, possibly reading "JP", is located at the bottom center of the page.



REFERENCE SHEET - QUOTE NO. MCRA 16-4376

In order to receive quote award consideration on the proposed work, it is a requirement that this sheet be completed and returned with your quote. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): ROOF PAINTING by HARTZELL, INC  
 ADDRESS: 2301 N.W. 33rd COURT, SUITE 112, POMPANO BEACH FL 33069  
 CONTACT PERSON: WILLIAM STECKLOW TITLE: V. P.  
 TELEPHONE: 561-239-4711 FACSIMILE: 954-957-9764  
 EMAIL ADDRESS: bcasteck@aol.com  
 NUMBER OF YEARS IN BUSINESS: 68  
 ADDRESS OF NEAREST FACILITY: 2301 NW 33rd Ct.

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE SERVICES HAVE BEEN PROVIDED WITHIN THE PAST TWO (2) YEARS.

1. Company Name: CITY OF BOCA RATON  
 Address: 201 W. PALMETTO RD, BOCA RATON FL 33432 Phone: 561-416-3374  
 Contact Person: MICHAEL RIGHETTI Title: TRANSPORTATION ANALYST  
MAINTAINED 37 BUS DEPOTS
2. Company Name: CITY OF MARGATE  
 Address: 5790 MARGATE BLVD, MARGATE FL 33060 Phone: 954-817-1041  
 Contact Person: JIM NARDI Title: ADVANCED ASSET  
MAINTAINED 15 BUS DEPOTS MANAGEMENT  
PAINTED 15 BUS DEPOTS
3. Company Name: CITY OF WESTON  
 Address: 2599 SOUTHPOST RD, WESTON FL 33327 Phone: 954-385-2600  
 Contact Person: CHRISTOPHER CAMERON Title: FACILITIES MAINTENANCE  
Pressure clean and painted COORDINATOR  
13 Bus Depots

**PRICE PROPOSAL SHEET**  
**Request For Quotes - No. MCRA 16-4376**  
**Routine Maintenance Services for Margate CRA Maintained Bus Shelters**

**Trash Removal/Routine Maintenance**

LOCATION	UNIT COST	FREQUENCY	ANNUAL COST
NE Corner of State Road 7 & Colonial Blvd.	\$ 10.00	156	\$ 1560.00
SW Corner of State Road 7 & Colonial Blvd.	\$ 10.00	156	\$ 1560.00
NE Corner of State Road 7 & Winfield Blvd.	\$ 10.00	156	\$ 1560.00
SE Corner of State Road 7 & Copans Road	\$ 10.00	156	\$ 1560.00
NE Corner of State Road 7 & Copans Road	\$ 10.00	156	\$ 1560.00
SW Corner of State Road 7 & Copans Road	\$ 10.00	156	\$ 1560.00
Northside of Royal Palm Blvd. West of State Road 7	\$ 10.00	156	\$ 1560.00
Westside of State Road 7 & Coconut Creek Parkway	\$ 10.00	156	\$ 1560.00
Eastside of State Road 7 & Coconut Creek Parkway	\$ 10.00	156	\$ 1560.00
Southside of Coconut Creek Parkway West of Banks Road	\$ 10.00	156	\$ 1560.00
Northside of Atlantic Blvd. & Lakewood Circle	\$ 10.00	156	\$ 1560.00
Northside of Atlantic Blvd. East of Lakeside Drive	\$ 10.00	156	\$ 1560.00
Southwest Corner of State Road 7 & Southgate Blvd.	\$ 10.00	156	\$ 1560.00
Northeast Corner of State Road 7 & Southgate Blvd.	\$ 10.00	156	\$ 1560.00
Southside of Sample Road west of Banks Road	\$ 10.00	156	\$ 1560.00

**Quarterly Pressure Cleaning**

LOCATION	UNIT COST	FREQUENCY	ANNUAL COST
NE Corner of State Road 7 & Colonial Blvd.	\$ 27.00	4	\$ 108.00
SW Corner of State Road 7 & Colonial Blvd.	\$ 27.00	4	\$ 108.00
NE Corner of State Road 7 & Winfield Blvd.	\$ 27.00	4	\$ 108.00
SE Corner of State Road 7 & Copans Road	\$ 27.00	4	\$ 108.00
NE Corner of State Road 7 & Copans Road	\$ 27.00	4	\$ 108.00
SW Corner of State Road 7 & Copans Road	\$ 27.00	4	\$ 108.00
Northside of Royal Palm Blvd. West of State Road 7	\$ 27.00	4	\$ 108.00
Westside of State Road 7 & Coconut Creek Parkway	\$ 27.00	4	\$ 108.00
Eastside of State Road 7 & Coconut Creek Parkway	\$ 27.00	4	\$ 108.00
Southside of Coconut Creek Parkway West of Banks Road		4	\$ 108.00
Northside of Atlantic Blvd. & Lakewood Circle	\$ 27.00	4	\$ 108.00
Northside of Atlantic Blvd. East of Lakeside Drive	\$ 27.00	4	\$ 108.00
Southwest Corner of State Road 7 & Southgate Blvd.	\$ 27.00	4	\$ 108.00
Northeast Corner of State Road 7 & Southgate Blvd.	\$ 27.00	4	\$ 108.00
Southside of Sample Road west of Banks Road	\$ 27.00	4	\$ 108.00

**GRAND TOTAL****\$ 25,020.00**
 Company  
 Signature

 ROOF PAINTING by HALLMARK JAC  


Date 2/12/16

EXHIBIT B (CONTINUED)



**AGREEMENT**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of October, 2015, by and between:

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 Landscape Service Professionals, Inc. whose address is 6115 NW 77 Way, Tamarac, Florida 33321 (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 to enter into an agreement for MAINTENANCE OF LANDSCAPE AND IRRIGATION services as outlined in the REQUEST FOR PROPOSAL (RFP) NO. MCRA 2015-04 MAINTENANCE OF LANDSCAPE AND IRRIGATION attached hereto as Exhibit "A" and part of this AGREEMENT.

## ARTICLE I

### THE AGREEMENT DOCUMENTS

The AGREEMENT Documents consist of all of the following: RFP No. MCRA 2015-04 Maintenance of Landscape and Irrigation attached hereto as Exhibit "A", and Landscape Service Professionals, Inc., Price Schedule Proposal, Acceptance of Terms and Conditions of RFP, Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualifications Statement, Compliance with Occupational and Safety and Act Form, Drug-Free Workplace Program Form and Certificate of Insurance attached hereto as Exhibit "B" which are made a part of this AGREEMENT, or any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT.

## 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 AGREEMENT Documents for:

**MAINTENANCE OF LANDSCAPE AND IRRIGATION SERVICES FOR MCRA- 2015-04 OWNED PROPERTIES AND MEDIAN AREAS WITHIN VARIOUS RIGHTS OF WAY ON ATLANTIC BOULEVARD, 441/SR 7 AND MARGATE BOULEVARD**

## ARTICLE 3

### AGREEMENT TIME

TIME IS OF THE ESSENCE OF THIS AGREEMENT. The work to be performed under this AGREEMENT shall be commenced upon October 15, 2015 the date of AGREEMENT Commencement specified in the Notice to Proceed and subject to authorized adjustments. The AGREEMENT term shall be for a period of one (1) year and may be renewed for an additional two (2) one (1) year extensions providing all terms and conditions remain the same; and providing for availability of funding.

## ARTICLE 4

### AGREEMENT SUM

The CONTRACTOR shall requisition payment for work completed. Payments shall be based upon the price schedule proposal and attached hereto as part of Exhibit "A" to this agreement as follows:

- MCRA shall pay to CONTRACTOR an amount not to exceed \$171,092.
- Contingency of 10% in an amount not to exceed \$17,109.20.

Any work above the price quoted in Request For Proposal MCRA 2015-04 must have written approval by the MCRA prior to start and completion.

Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed up to and including the full AGREEMENT amount.

CONTRACTOR agrees that the MCRA shall have the discretion to increase or decrease the AGREEMENT amount should monies become available or unavailable for this work.

1. Rates shall remain firm and fixed for the initial AGREEMENT term. Rates for any extension term are subject to negotiation between parties and any changes may require MCRA Board approval. In the event the CONTRACTOR wishes to adjust the rates for the extension term, CONTRACTOR shall notify the MCRA in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the CONTRACTOR and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the CONTRACTOR under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the MCRA's satisfaction the Executive Director or designee reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

2. Payments shall be made up to the AGREEMENT amount for work completed. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the AGREEMENT Documents.

Change  
\$10709  
\$25.00

## **ARTICLE 5**

### **PAYMENT**

1. The CONTRACTOR shall requisition payment for work completed. Payments shall be based upon the price quoted on the Price Schedule Proposal Submittal attached here to as Exhibit "A".

Under this Agreement, additional work not specified herein may be ordered in writing by the MCRA. For the work, the Contractor shall be paid at the rate named in the Contract for the work of similar nature and character.

The MCRA is not responsible for payment of any additional work not authorized beforehand in writing.

Payment shall be made as above provided upon full completion of the job as determined 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 AGREEMENT time.
- f. Reasonable evidence that the work will not be completed within the AGREEMENT Time.
- g. Persistent failure to carry out the work in accordance with the AGREEMENT Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a

surety bond or 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**

### **MISCELLANEOUS PROVISIONS**

1. Terms used in this Agreement which are defined in the Special and General Conditions of the AGREEMENT 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 AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT 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 AGREEMENT by CONTRACTOR and the MCRA may, at its discretion, cancel the AGREEMENT 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 AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH 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 AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT

DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY 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.

**8. TERMINATION FOR CONVENIENCE OF MCRA:** Upon thirty (30) days written notice to CONTRACTOR, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONTRACTOR must state that the AGREEMENT is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the AGREEMENT, and refrain from placing further orders and Subcontracts. CONTRACTOR shall be paid for all work completed satisfactorily up to the effective termination date. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.



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

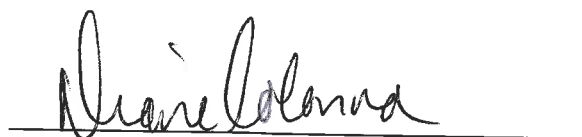
IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**MARGATE COMMUNITY REDEVELOPMENT AGENCY**



Frank Talerico, Chair

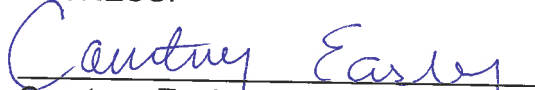
14 day of October, 2015



Diane Colonna, Executive Director

15 day of October, 2015

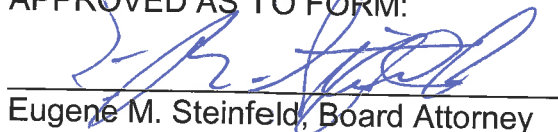
WITNESS:



Courtney Easley, CRA Coordinator

14 day of October, 2015

APPROVED AS TO FORM:



Eugene M. Steinfeld, Board Attorney

28<sup>TH</sup> day of SEPTEMBER, 2015

**FOR CONTRACTOR**

**FOR CORPORATION:** Landscape Service Professionals, Inc.

Kaamen Brown  
**President**

14 day of October, 2015

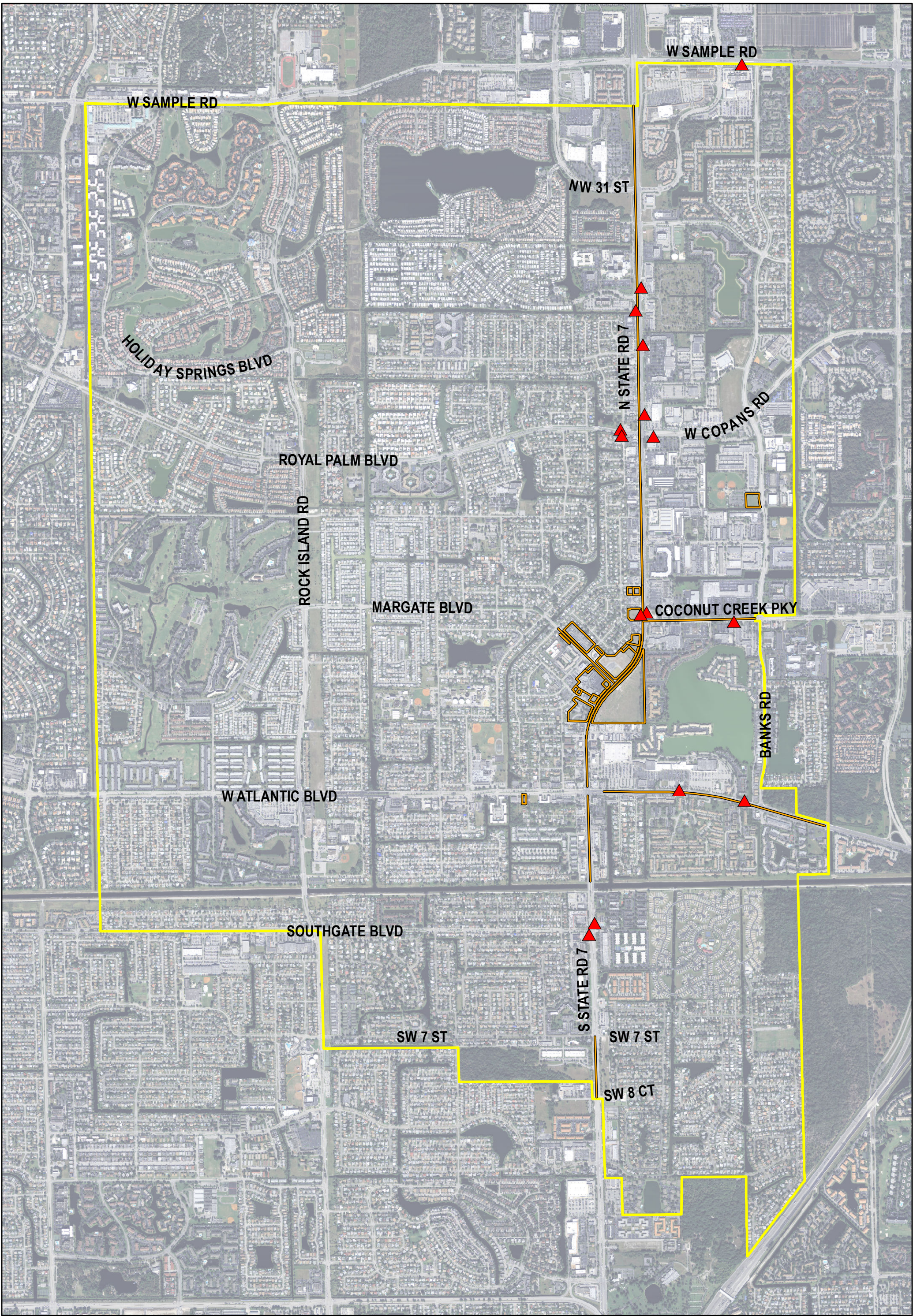
**(CORPORATE SEAL)**

Kaamen Brown  
**Secretary**

14 day of October, 2015




**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY  
(MCRA) AND LANDSCAPE SERVICE PROFESSIONALS, INC.**





# City of Margate

EXHIBIT A

-  CRA MAINTAINED BUS SHELTERS
-  CRA MAINTAINED LANDSCAPE
-  CITY BOUNDARY



CITY OF MARGATE  
AND  
MARGATE CRA  
RELEASE/WAIVER/BINDING CONTRACT

**READ CAREFULLY BEFORE SIGNING**

**Re: MCRA 2017-01 PROPERTY MANAGEMENT SERVICES**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_, in consideration of being provided transportation by the City of Margate and Margate CRA to the site(s) related to the above referenced project, hereby relieve and release and forever discharge the City of Margate and the Margate CRA, their officers, employees, and agents, representatives, successors, and assigns of all liabilities, claims, actions, damages, costs or expenses which I may have against them arising out of any and all occurrences or events during my tour of sites related to this project and all events and occurrences surrounding same.

I understand that the transportation and visit to a City of Margate and/or Margate CRA proposed work site could be a dangerous activity and does involve the transportation upon a dangerous instrumentality and I fully understand that I may be risking bodily injury, or even death, because of the following, but not limited to the following:

1. The negligence, action or inaction, or willful misconduct of any employee of the City of Margate or the Margate CRA in the operation of the site visit ground transportation vehicle.
2. The negligence, action or inaction, or willful misconduct of a third party in the interaction of that third party with the ground transportation vehicle by the third party's vehicle or the third party's action, inaction, or willful misconduct.
3. Adverse conditions at the proposed work site(s).

I understand that the above is an inherently dangerous activity and agree to the terms as set out above.

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Company's Name  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

Participant's: D.O.B. \_\_\_\_\_ D.L. # \_\_\_\_\_

## **EXHIBIT D**

### **CONTRACTOR CHECKLIST – MCRA RFP 2017-01**

**Note:**

- A) This Exhibit must be included in RFP immediately after the cover letter.
- B) RFP Package must be put together in order of this checklist.
- C) Any supplemental materials must appear after those listed below and tabbed “Additional R.F.Q. Information”.

- 1. \_\_\_\_\_ Cover letter
- 2. \_\_\_\_\_ Copy of this Check List (Exhibit D)
- 3. \_\_\_\_\_ Firm/Team Organizational Chart
- 4. \_\_\_\_\_ Firm’s Description(s) (Qualification Statement)
- 5. \_\_\_\_\_ Key Staffing (Name, Title and years with firm only. Do not include a resume here. All resumes, if included, should be included under “Additional RFP Information” tab.)
- 6. \_\_\_\_\_ Approach to Project Management
- 7. \_\_\_\_\_ List of a minimum of three (3) Key References
- 8. \_\_\_\_\_ Fee Proposal
- 9. \_\_\_\_\_ Offeror’s Statement
- 10. \_\_\_\_\_ Offeror’s Certification