

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Century Industries, LLC, a Kentucky Corporation authorized to do business in the State of Florida, whose principal place of business is 299 Prather Lane, Sellersburg, IN 47172 (“Contractor”).

WHEREAS, City advertised **SS26-034**, requesting firms to provide answers to a **Single Source - Frontrow Bandstand Mobile Stage**; and

WHEREAS, City requires services which the Contractor is capable of providing under the terms and conditions described herein; and,

WHEREAS, the Contractor is the sole provider of the FrontRow Bandstand Mobile Stage, and the City confirmed, by advertising for fifteen (15) business days as required by Florida Statutes, that no other Contractor can provide the same equipment; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **CONTRACT DOCUMENTS.**

This Agreement consists of this document, Public Notice of intended Single-Source Procurement, Specifications, Sole-Source Letter, Quote and Sunbiz documentation, set forth in Exhibit “A”; and the Insurance Requirements set forth in Exhibit “B” (the “Insurance Requirements”) all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 27, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order:

- (i) this Agreement,
- (ii) Exhibit “A”, Public Notice of intended Single-Source Procurement, Specifications, Sole-Source Letter, Quote, and Sunbiz documentation
- (iii) Exhibit “B”, Insurance Requirements and Certificate of Insurance

2. **PURPOSE.**

The City, on behalf of their Parks and Recreation desires to contract with Contractor to provide covered staging for remote site events upon the terms and conditions set forth herein.

3. **SCOPE OF WORK.**

Contractor shall provide the covered staging for remote site events, including the Product and/or Services specifications and pricing set forth in Exhibit "A", and insurance set forth in Exhibit "B", attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to perform the Work and provide all materials in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of all covenants, terms, and conditions contained herein on Contractor's part.

4. **TERM OF CONTRACT.**

This Contract shall be for a term of one (1) year or less, beginning with the date this Contract is fully executed by both parties. This Contract shall terminate upon the Contractor's delivery and the City of Pompano Beach's acceptance of the Work as defined in Exhibit "A".

5. **RENEWAL.**

This Contract is not subject to renewal.

6. **UNINTERRUPTED SERVICES.**

Notwithstanding anything to the contrary herein, and in order to prevent any interruption in the provision of services hereunder, the Term of this Agreement may be extended by mutual agreement for a period of up to six (6) months beyond the original expiration date. Such extension shall be effectuated by providing written notice of intent to extend to the other party no less than thirty (30) days prior to the expiration of the then-current Term. During the extension period, all rights, obligations, covenants, and conditions set forth in this Agreement shall remain in full force and effect, and shall be binding upon and enforceable against the parties hereto, unless otherwise mutually agreed in a written amendment executed by authorized representatives of both parties.

7. **MAXIMUM OBLIGATION.**

City agrees to pay Contractor for performing the Work and providing the required insurance.

8. **PRICE FORMULA, PAYMENT, AND INVOICES.**

- A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed two hundred twenty-eight thousand, seven hundred thirty-seven dollars (\$228,737). All compensation shall be in accordance with the rates and pricing set forth in Contractor's Proposal attached hereto as Exhibit "A", which is incorporated herein by reference.

- B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to the City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

- C. Invoices. Contractor shall submit invoices to the City on a monthly basis.

9. DISPUTES.

Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

10. CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS.

- A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Kate Belcher, Manager. The Contractor's Contract Administrator shall be provided by the Contractor upon commencement of services (or their authorized written designee) as further identified below.

- B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Michelle McRae, Manager
Century Industries, LLC
299 Prather Lane
Sellersburg, IN, 47172
Office: 8122463371 Ext.212
Email: Michelle@centuryindustries.com

If to City: Kate Belcher, Manager,
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4575
Email: Kate.Belcher@copbfl.com

With a copy to: Director of Procurement & Contracts
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061
Tel: 954-786-4098
Email: purchasing@copbfl.com

11. OWNERSHIP OF DOCUMENTS AND INFORMATION.

All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

12. TERMINATION FOR BREACH OR DEFAULT.

Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 10 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

13. TERMINATION FOR CONVENIENCE.

City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 10 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

14. FORCE MAJEURE.

Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

15. INSURANCE.

Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

16. INDEMNIFICATION.

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this Contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

- B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

17. SOVEREIGN IMMUNITY.

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

18. NON-ASSIGNABILITY AND SUBCONTRACTING.

- A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court,

or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

- B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in the Contract Administrator's sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the Convicted Vendors List referenced in accordance with the provisions of Article 31 below.

19. PERFORMANCE UNDER LAW.

The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

20. AUDIT AND INSPECTION RECORDS.

The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the Contract until the expiration of three years after final payment under this Contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

21. ADHERENCE TO LAW.

Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

22. CONFLICT OF INTEREST.

During the time period this Agreement is in effect, Contractor, its employees, subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees, subcontractors, and agents shall refrain from acting adversely to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 12, Termination.

23. INDEPENDENT CONTRACTOR.

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

24. CONTRACTOR COOPERATION.

The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

25. PUBLIC RECORDS.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or the United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

27. WAIVER AND MODIFICATION.

- A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.
- B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.
- C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

28. NO CONTINGENT FEE.

Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

29. ATTORNEYS' FEES AND COSTS.

In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

30. NO THIRD PARTY BENEFICIARIES.

Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

31. PUBLIC ENTITY CRIMES ACT.

As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 10 above.

32. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

33. HEADINGS.

The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

34. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

35. APPROVALS.

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

36. ABSENCE OF CONFLICTS OF INTEREST.

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

37. BINDING EFFECT.

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

38. EMPLOYMENT ELIGIBILITY.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to

termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

39. SCRUTINIZED COMPANIES.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

40. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

41. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

42. ANNUAL BUDGETARY FUNDING/CANCELLATION.

This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

43. SEVERABILITY.

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

"CONTRACTOR"

Witnesses:

Century Industries, LLC

By: *Michelle McRae*
Michelle McRae, Manager

John UHL
(Signature)

JOHN UHL
(Print or Type Name)

[Signature]
(Signature)

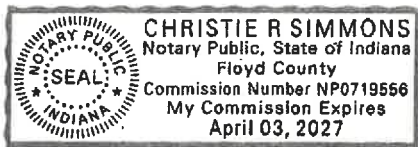
Robert UHL
(Print or Type Name)

STATE OF INDIANA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of June, 2026, by Michelle McRae, as Manager of Century Industries, LLC, a Kentucky Corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced PERSONAL PRESENTS as identification.

NOTARY'S SEAL:



Christie R. Simmons
NOTARY PUBLIC, STATE OF Indiana

Christie R. Simmons
(Name of Acknowledger Typed, Printed or Stamped)

NP0719556
Commission Number

EXHIBIT "A"



PROCUREMENT AND CONTRACTS
1010 NE 3RD. AVE, POMPANO BEACH, FL 33060
Mary Rivero, Director

DATE: MARCH 19, 2026

SUBJECT: PUBLIC NOTICE OF INTENDED SINGLE-SOURCE PROCUREMENT

SINGLE SOURCE: SS26-034 - FRONTROW BANDSTAND MOBILE STAGE

In accordance with Florida Statutes, Title XIX, Chapter 287, Section 287.057(3)(c), commodities or contractual services available from a single source may be exempt from competitive solicitation requirements. When an agency determines that such commodities or services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least fifteen (15) business days. This notice must also include a request for prospective vendors to provide information regarding their ability to supply the described commodities or contractual services.

This is not a Request for Proposals or Invitation to Quote, and there is no solicitation available.

The City of Pompano Beach, Florida, intends to negotiate a single-source procurement for the FrontRow Bandstand Stage – FR4100 Series, manufactured by Century Industries. For more information, please refer to the attachments in Ionwave.

Prospective vendors are requested to provide information regarding their ability to supply the commodity described in this notice by submitting a copy of this completed Single-Source Letter and any supporting documentation. **This information must be submitted through the eBid system, IonWave.**

FrontRow FR4132 Bandstand Mobile Stage

SPECIFICATIONS

GENERAL:

FrontRow FR4132 mobile bandstand stage provides professional outdoor covered staging for remote site events with state-of-the-art design and current materials and components.

FrontRow stage is designed to optimize the connection between the audience and the talent on the stage. Audience can fan out in front of stage and view performers unobstructed by front corner columns. Stage shall have a permanently installed sound absorbing PVC/polyester roof covering for superior acoustics.

Stage features fast set-up with minimal labor. Stage roof/canopy and floor shall operate by push-button remote control in one continuous single motion; opening and closing the stage deck and canopy. Stage shall not require front corner support columns, providing open audience sightlines. Stages with view-obstructing front corner support columns shall be unacceptable.

Stage Deck Area - shall be nominal 32ft long by 16ft deep. Canopy shall extend beyond the main stage deck perimeter on all sides for maximum protection. Canopy shall slope away from the audience to the rear of the stage for controlled rainwater run-off.

Setup - hydraulically powered canopy shall have a 3500 lb. dynamic lifting capacity for lights and speaker loads with additional static loaded light and sound capacity. Roof canopy trusses, roof columns and stage trailer frame shall include cable raceway hangers for temporary or permanent pre-wiring of power, lights, and sound. Folding downstage deck shall include an automatically deploying leveling/support truss providing a straight and level deck with minimal set up.

Safety - Stage roof shall have automatic up-locking, requiring only two pins. In the event of sudden severe weather; the roof shall be capable of rapid lowering within **5-minutes** or less without removal of vertical corner post columns, or starting a gasoline engine. Stage shall have quiet electric/hydraulic operation. Combustion engine power for setup is not acceptable.

Graphics – Stage shall be configured to accommodate the installation of event and promotional banners. When closed as a trailer, smooth sidewalls shall offer an ideal surface for organizational or company promotional graphics or sponsorship logos.

Weather-Resistant Materials - shall be used throughout the stage, including a galvanized steel and marine alloy aluminum structure; permanent welded one-piece PVC/polyester acoustic canopy, and rugged renewable surface stage deck.

Stage shall meet IBC stage codes and DOT public highway transport requirements. Stage shall be built to assure design and construction integrity.

Prior to delivery, the stage shall undergo final assembly inspection and proof load testing. Stage is backed by a company with 40+ years of mobile staging design and construction.

If stage set up varies from above specifications, a setup video along with operation manual, photos, drawings, or illustrations of canopy configuration and operation must be included with bid.

CONSTRUCTION & MATERIALS

Main Trailer Structure –Stage structure shall be fabricated from weather-resistant welded marine alloy aluminum and galvanized steel.

Large below stage-deck storage, inside main trailer frame shall be provided with access from hitch end and taillight end of trailer to accommodate up to (6) stage sections, ramp, or other items. Volume is 50" wide x 20" high x length of trailer. Optional end door and compartment floor panel are available for security.

Leveling Support Jacks – Four (4) corner leveling/support jacks shall be manual crank with drop legs for fast, precise leveling and lifting of stage. Mid-frame jacks shall also be provided to absorb live stage loads, distribute loads on soft surfaces, and to provide 150 psf live stage deck rating.

A total of four (4) precision bubble-type levels shall be attached to the stage frame to expedite accurate leveling.

Hydraulic Actuation System – operation of the roof canopy and stage deck shall be accomplished by a quiet self-contained 12VDC powered hydraulic system with a remote control. Folding roof canopy and stage deck shall open simultaneously in one continuous motion. Opening stage shall be a (1)-button, (1)-person operation offering optimum operator visual vantage and safety during stage deployment.

Canopy and stage deck shall be quiet electric powered hydraulic with safety remote control pendant.

Powered Stage Deck – stage deck shall be comprised of two sections; one (1) fixed to main frame, and one (1) hydraulically folding deck that together form a flat stage deck. Once trailer is leveled, folding deck shall hydraulically lower to horizontal. Folding stage deck shall lock in the lowered position for maximum stability. Folding stage deck hinge shall be concealed "car door" type with no loose hinge line cover panels.

Gas struts, gas springs, gas shocks to assist in the (opening/closing) of the stage deck is not acceptable.

Leveling/Support Truss - Folding deck section shall be equipped with an automatically deploying full-length welded aluminum support truss with drop-leg crank support jacks. Support truss provides for quick, easy two-point leveling, ensuring a straight and level stage deck.

Stage Deck Performance Surface – stage deck shall be ¾" MDO marine adhesive plywood with waterproof phenolic upper and lower surface. Deck panels shall be fastened to welded aluminum stage support structure with no above deck surface fasteners. Stage deck shall have renewable nonslip flat neutral gray finish.

Stage Deck Perimeter – stage perimeter shall be extruded aluminum beam designed to attach stairs, guardrails, optional stage skirt, and deck extension sections.

Roof Canopy – shall raise by a one (1) button remote control in less than 3 minutes. Canopy shall offer open, uncluttered audience sightlines.

Roof canopy shall consist of trailer roof and front awning. For appearance and proper drainage; roof and roof awning shall slope away from audience, directing rain water to rear of stage. Roof structure shall consist of three (3) full length support trusses for upstage, middle, and downstage with 2" pipe for mounting supplemental lighting. Roof trusses shall be connected with 2" aluminum pipe rafters 48" OC. Roof structure shall be welded and bolted marine-alloy aluminum construction.

Canopy Column Structure - shall be permanently connected steel construction, galvanized after fabrication for weather resistance.

Front corner canopy support columns shall not be required to achieve rated equipment or wind loads.

Wire Cable Raceway – shall be built-into the stage roof support columns, roof trusses, and stage trailer frame with cable raceway hangers for temporary or permanent pre-wiring of power, lights and sound. Cable raceways and folding roof structure mechanism shall be coordinated to eliminate loose bundles of utility cabling on stage deck.

Acoustic Roof Covering – shall be 18oz flame retardant PVC coated polyester, tightly stretched and bolted to the aluminum structure with stainless steel buckles. Canopy is reinforced with PVC coated polyester webbing. Canopy is all welded one piece to eliminate leak points at folding hinge lines. Hinge lines shall be continuous and of the same flexible material as throughout the top to prevent leaks and eliminate gasket seal maintenance. Soft covering shall prevent acoustic reverberation and resonance, offer impact resistance, be resistant to yellowing, and provide a smooth surface for large promotional graphics. Roof surface shall have added UV protection acrylic clear-coat inside and outside for durability and ease of cleaning. Canopy material offers increased strength with less weight, proven by years of outdoor use in trucking industry and military building applications.

Quick Release Upstage Wind-Wall – shall have top 48” oc. catenary web attach structure with aluminum buckles that easily pins to upper canopy. Pins are connected to a cable with pull handle for safety high wind quick-release system.

Roof Locks – Roof structure shall have automatic over-center up-locking and requires only two pins. when roof/deck is deployed. Roof strength is not dependent on front vertical posts to support roof. Canopy must be capable of lowering in five (5)-minutes or less in event of severe weather. Stages with removable roof support corner posts connecting the folding roof corners to the stage deck or to ground shall be unacceptable.

Mechanical Components – shall include a deep-cycle battery, 120V battery charger, hydraulic pump, with fluid reservoir, lines and fittings. Components shall be securely enclosed in a lockable, frame mounted aluminum compartment. There shall not be any other power source required. Combustion engines for stage hydraulic actuation shall be deemed unacceptable.

110V/60Hz ELECTRICAL SYSTEM - stage shall be equipped with a 125Amp. 220/110V load center with three (3) frame mounted duplex 20 Amp receptacles on individual circuits and 50' of 10/3 W power entry cord with a 20 Amp U-ground plug connector.

Interior Lighting - column mounted LED flood lights illuminate stage interior area.

Towing Hitch – Stage shall be equipped with an adjustable-height pintle ring coupler (or ball coupler) attached to a galvanized “A” frame hitch that folds to stage deck hitch end of trailer to reduce overall stage length. Stage shall be equipped with safety chains, emergency breakaway system, and 12,000 lb. drop leg tongue jack.

Hitch frames shall have built-in steps to provide stage deck access.

Suspension System - stage shall be equipped with a heavy-duty, low-maintenance leaf spring equalizer suspension for stable highway towing, plus off-road and curb-climbing capability. Stage to be equipped with electric brakes on all wheels, and highway rated tires.

Tires are 235/75R17.5, 18-ply, load range J.

Fenders with mudflaps shall be installed over tires.

Tandem 8,000# axle (16,000# suspension) for maximum maneuverability and minimum turf damage while spotting trailer, equipped with four (4) tires with fenders.

Stage Stairs and ADA – One (1) welded aluminum stair with ADA 7”x 11” fully enclosed risers between diamond-plate treads shall be included. Adjustable footpads at the bottom of the stair accommodate uneven ground. Stairs shall attach to the perimeter of the main stage deck and to optional stage sections. Removable stair handrails shall be 2” aluminum pipe with radiused upper and lower returns. Stage shall have designated location for optional or future, permanently mounted ADA wheelchair lift.

Rear Stage Guardrails – stage shall be equipped with aluminum guardrail sections with posts and 2” horizontal pipes for full-length of rear stage deck. Each section shall clip-on and hand-tighten securely to stage perimeter rail without the need for tools. Optional guardrails for stage left, stage right, and stage sections are available separately.

12VDC Electrical - The stage shall be equipped with all ICC road lights and license plate bracket with light. Stage shall have connector cable, connector, and towing vehicle receptacle (owner installed). All 12VDC wiring shall be run in protective loom. All DOT required lights shall be LED for longevity & low maintenance. 12VDC marker lights shall be protected by rugged aluminum housings.

D.O.T. Requirements The stage shall comply with all current D.O.T. regulations established for over-the-road vehicles.

CLEANING - interior and exterior of stage may be completely hosed off for easy maintenance.

DESIGN STANDARDS: The stage shall be engineered to the following codes and regulations:

- **Department of Transportation**
- **OSHA**
- **IBC**

Sealed Professional Engineer's Letter shall be required with bid certifying the stage's deck, canopy and wind load capability. Drawings and dimensions of the stage, deck, road height and width and all options must be submitted with bid.

OPERATION MANUAL: Operation guides shall be supplied at time of delivery.

WARRANTY: Warranty certificate, for a minimum of three (3) years, shall be supplied bound with manuals with terms and conditions of warranty stated on certificate.

All equipment offered under these specifications to be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**

NOTE: Stage shall require no hand tools or involve loose nuts & bolts during set-up or take down for transport.

REFERENCES: Bidder must demonstrate experience in building mobile stages by supplying references of customers as requested, names, addresses and phone numbers.

SERVICE: Warranty service provided by manufacturer shall be through factory service or contract service through a local contractor at the discretion of the manufacturer. Regular scheduled maintenance shall be provided by owner through local resources. Standard wear components such as tires, brakes, bearings, light bulbs, hydraulic fluid, batteries, electric system components, and hydraulic system components, shall be locally available through automotive or industrial supply houses. Manufacturer shall maintain availability of all standard wear components or alternatives for a period of ten (10) years for supply to the customer.

Damaged deck panels shall be repairable by owner/operator and automotive or truck body. A deck repair kit must be available from the manufacturer.

Open Stage Dimensions	FR4132
Deck Length *	32'
Deck Depth *	15'-5"
Canopy Length	34'-3"
Canopy Depth	18'-1"
Deck to Canopy - Front	13'-10"
Deck to Canopy - Rear	11'-9"
Trim Height - T1	12'-2"
Trim Height - T3	10'-6"
Deck Height Range	47" – 51"
* Main Stage Deck Nominal Dimensions	
Closed Trailer Dimensions	
Overall Trailer Length (with standard hitch)	41'-2"
Trailer Body Length	35'
Trailer Width	8'-4"
Trailer Height	13'-2"
Weights	
Empty Weight (base stage - no options)	10,200 lbs
GVWR	16,000 lbs
Payload	5,800 lbs
Suspension Rating	16,000lbs
Can be towed by a rated pick-up truck.	
Deck Load	
Live load rating	150 psf
Static Canopy Load	
Rear Roof Truss – T3 (Upstage)	1,500 lbs
Mid Roof Truss – T2 (Mid-stage)	1,000 lbs
Front Roof Truss – T1 (Downstage)	1,000 lbs
Speaker Bar Loads – L&R (Each end)	1,000 lbs each (x2)
Total Canopy Static Load	5,500 lbs
Dynamic Canopy Lifting Load	
Rear Roof Truss – T3 (Upstage)	1,500 lbs
Mid Roof Truss – T2 (Mid-stage)	1,000 lbs
Front Roof Truss – T1 & Speaker Bars (Downstage)	1,000 lbs
Total Canopy Lifting Load	3,500 lbs
Wind Load	
Base Stage - Structural limitation mph	68 mph
Base Stage - Stability mph	45
Stability (with wind-wall) mph	35
Setup Time	One (1) person – 15 Minutes

ACCESSORIES

ITEM	DESCRIPTION	
10214	Stairs	(1) set of welded aluminum stairs with fully enclosed risers, diamond-plate treads, and removable handrails. Adjustable footpads accommodate uneven ground. Stairs shall attach to optional stage sections and to the perimeter of the main stage deck.
90920	Loading Ramp	Reduced weight 12'L x 35"W aluminum loading ramp attaches to stage perimeter facilitating placement of equipment on stage deck.
90921	4' x 8' Extension Sections	4' x 8' stage sections are constructed of weather--resistant 3/4" MDO with renewable top surface texture, and are framed with a heavy-duty extruded 4" high aluminum channel. Sections attach to each other, to the stage deck perimeter, and will accommodate portable stairs. Extension sections are supported by two (2) adjustable legs, permitting height adjustment or accommodation of uneven ground. Includes three (3) connector clamps and four (4) attachment brackets per section
90993	ADA Handicap Lift	48" vertical travel hydraulic powered wheelchair lift with 48" long x 35" wide non-skid platform is permanently mounted at tail/back wall of stage. Operated by a remote pendant with 6 ft long cord. Lift has a lifting capacity of 660 lbs.
91127	Guardrails	4 ft long removable aluminum guardrail attaches to the stage deck perimeter rail with hand tightened clamps (no tools required).
91129	Guardrails	8 ft long removable aluminum guardrail attaches to the stage deck perimeter rail with hand tightened clamps (no tools required).
10242	Frame Mounted Compartment	52"L x 16"H x 14"D welded aluminum storage box. Each storage compartment is equipped with lockable door mounted on mainframe. D-ring handle.
90986	Below Deck Cargo Bay	60 " wide x 21" high enclosed welded aluminum storage compartment installed within below-deck mainframe. Provides storage for larger components. Holds up to four (4) 4 x 8 stage extension sections. Cargo bay is lockable (lock not included)
90545	Hydraulic Leveling/ Support System	Replaces the standard manual corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted jacks controlled by the remote control pendant. Provides fast, effortless stage leveling and height adjustment. Jacks shall be capable of adjusting stage deck height. Each jack shall have a high flotation 10" x 10" foot.
84447-1	Hydraulic Tongue Jack	Tongue mounted hydraulically powered jack aids with connection-disconnection of tow vehicle and stage leveling. Replaces standard manual-crank tongue jack.
90551	Wireless Remote	Compact wireless remote control allows complete freedom to move around the stage during setup for safety.
11004	Deck-Mounted Tie-Downs	Stage deck mounted flush tie-downs allow equipment to be secured to the stage deck for transport. Each tie-down is attached to the stage frame, and has a 1,500 minimum pull capacity. Set of 6
90663	Spare Tire with Mount	Spare tire and rim with main-frame mounting bracket
904499	8' X 8' Drum Riser	Shall be constructed of weather-resistant 3/4" MDO with renewable top surface texture, framed with a rust-free heavy-duty extruded 4" high aluminum channel. Assembles from (2) sections to permit storage.

		Free-standing riser is supported by six (6) 12” legs with non-marking pads. Includes two (2) connector clamps.
90952	Anemometer Hardware	Monitor wind speeds by attaching your anemometer to the stage with this hardware package.

ITEM		DESCRIPTION
56060	Decorative Skirt	Skirt encloses stage deck support structure for more attractive appearance. Boucle skirt is constructed of 100% synthetic fiber for maximum weather-ability, mildew resistance, soil resistance, easy care and handling. Skirt shall be fire retardant. Skirt is heavily weighted with 3/16" link coated chain to prevent excessive swaying.
90984	Weather Protection Package	<p>PVC coated polyester fabric rear windwall/media panel enclosure package offers stage protection during performances, transport, and storage. Includes rear mounted windwall and hinged media end panels that also double as enclosure panels when stage is closed. Adjustable end media panels may be locked open to display event or sponsor graphics during performances, or folded and locked out of sight.</p> <p>Rear windwall provides a rear stage visual and weather back drop. Grey color wind wall is fabricated from fire-retardant 18oz pvc coated polyester fabric. Windwall is removable when open stage back wall is desired.</p>
90974	Canopy Extension Panels	Extends the roof canopy for additional weather protection and shade. Extension panels fill in the area between the end of the roof canopy and vertical end panels at both stage ends. Panel construction utilizes the same rugged PVC coated polyester fabric used for the main canopy. Includes (2) two extension panels.
90200	Marquee Banner	Custom printed 44” tall color vinyl mesh material promoting community, event, or sponsors.
90211	Marquee Banner Hardware	Vertical support posts with stainless steel cable system mounts to front canopy structure to support mesh banner. Banner hardware allows banner to be mounted either above or below front canopy roof.
90208	Side Hanging Vertical Banners	Vertically hanging custom-printed mesh banners promote your community, event, and/or sponsors. Banners may be hung from banner support hardware or canopy support truss. Banners are wind and weather resistant. set of two (2)
90207	Side Hanging Banner Hardware	Telescoping aluminum banner support pipes mounted on front canopy truss and front of stage deck. Pipes secure top and bottom edges of optional side vertical banners.
70002	Exterior Graphics	Custom graphics, logos and signage applied to stage roof for promotion of your community, organization and/or sponsors when stage is CLOSED for transport.
91134	Upstage Logo Mesh Backdrop Graphic Panel	Custom graphics, logos and signage promotion of your community, organization, event and/or sponsors applied to Upstage Backdrop Mesh Panel when stage is set up at an event. Hangs behind rear truss from windwall pins.
42206	Electrical Upgrade Package #1	Electrical system upgrade to base includes 125 amp/220V panel with main breaker, (7) 20 amp circuit breakers, One (1) receptacle mounted at each stage end, One (1) receptacle in mechanical compartment, Four (4) circuits with four (4) duplex receptacles mounted on canopy trusses, 50ft of 8/4 electric cable, 50 amp twist-lock plug

90929	Work Lights	Provides light for safety and working during set up and tear-down. Lights have a shock-absorbing weatherproof body that will not rust, dent, or scratch. Lights are fully adjustable for aiming. 12VDC/3.2 Amps. Switch controlled, self-contained operation provides light when stage is not connected to an AC power source. Lights are mounted on stage curbside and hitch end to allow safe nighttime loading and towing hook-up. Set of (2) lights
-------	-------------	---

ITEM		DESCRIPTION
51001	7kW Generator	Produces electrical power for stage sound and/or lighting systems where landline power is unavailable. Electrical Button Start, (using onboard stage battery) 120V/240V 60Hz, air-cooled gasoline generator is frame mounted under the stage deck. The generator is mounted on a 4-point focalized vibration isolators to minimize vibration. Includes hour meter, electric start, and fuel tank. Sound: Meets National Park Service sound level requirements (60 db(A) @ 50 ft) for use in national parks.
51010	8kW Generator	Produces electrical power for stage sound and/or lighting systems where landline power is unavailable. Electrical Button Start, (using onboard stage battery) 120V/240V 60Hz, air-cooled diesel generator is frame mounted under the stage deck. The generator is mounted on a 4-point focalized vibration isolators to minimize vibration. Includes hour meter, electric start, and fuel tank. Sound: Meets National Park Service sound level requirements (60 db(A) @ 50 ft) for use in national parks.
90988	Solar Battery Charger	Helps maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight. Note: not intended to power hydraulic system or recharge fully discharged batteries. <i>Two required w/ Item #90545</i>
40030	Electric Receptacle	Additional receptacle 120V/20A.
40043	Circuit Breaker	For additional 120V/20A electric receptacles.
42016	6ft Truss Mount Light Bar	Simplifies theatrical light mounting with 2" OD x 72" pipe that accommodates standard light clamps. Pre mount and wire lights to pipe. Pipe attaches to canopy trusses. (lights not included)
90990	Marquee Banner Light	Linear LED illuminates horizontal marquee banner during evening events. LED lights attach to and extend beyond front edge of roof canopy.
42010	12' W x 9' H Motorized Video Screen	Stage mounted screen for projected outdoor video/movie presentations at public events. Includes 12ft wide by 9ft high reflective roll-up screen, switch controlled motorized actuation, quiet (120V) motor-in-roller operation, adjustable extension and retraction limit switches, screen mounting hardware and electric outlet, video projector mounting hardware with includes electric outlet
90957	Telescoping Speaker Support Beam Package	Telescoping speaker hanging beams cantilever hanging speakers off left and right side of roof canopy. Speaker support beams retract into canopy during stage transport and storage. 1,000 lb maximum speaker weight each side.
1-Day	Training	On-site stage operation training for stage crew at owner's location within continental United States. One-day training including class room instruction and hands-on stage instruction.



299 Prather Lane
Sellersburg, IN. 47172
Phone 812-246-3371 Fax 812-246-5446
submit@centuryindustries.com

To Whom It May Concern,

This letter serves as a formal sole source justification for the procurement of the FrontRow Bandstand Stage – FR4100 Series, manufactured by Century Industries.

Century Industries is the exclusive manufacturer of the FrontRow Stage, a patented mobile staging system that uniquely offers a full-rated 32-foot performance platform. According to Patent No. US 8,978,311 B1 (March 17, 2015), the FR4100 Series features a proprietary “one-button set-up” mechanism, including a roof structure with no vertical corner posts. This design significantly enhances the audience’s visibility and eliminates the need for time-consuming assembly or disassembly of support columns.

- Provides a full 32-foot deck length without requiring 4’x8’ stage extensions;
- Operates with a single-person setup in minutes, streamlining labor and logistics across multiple events;
- Includes a fully extending canopy that covers the entire deck with 1.5 feet of overhang, providing enhanced protection from sun and precipitation;
- Features a rapid canopy lowering system (under 5 minutes) with no structural impediments to audience view, and a built-in high-wind action plan.
- Can be optionally equipped with a **built-in ADA-compliant lift**, seamlessly integrated into the unit and transportable with the stage itself, ensuring consistent accessibility at every location.
- Offers an **optional built-in generator**, providing reliable, mobile power wherever the stage is deployed, eliminating the need for separate external power sources.

Given the specialized and patented features of the FR4100 Series, Century Industries is the sole provider of this mobile staging solution. Acquisition of this specific equipment will ensure operational efficiency, safety, and enhanced audience experience in the current market.

FR4100 FEATURES:

1. SAFETY IN SEVERE WEATHER CONDITIONS –

NO VERTICAL CANOPY POST -

Aluminum corner posts/columns **are not** required on the two corners of the stage to achieve a

Full-rated High Wind Action Plan safety factor. This feature provides **fast lowering** of the upper canopy in (5-minutes) or less in the event of severe weather.



OPEN SIGHT -LINES

- ### 2. **Deck Support Truss:** Auto-deploying stage deck support truss allows fast stage deck-leveling set-up. Truss allows just three (3) Leveling Jacks for support and leveling the stage.



3. **POWER SOURCE** - No gasoline-smoking engine. Canopy/Roof hydraulic system powered by two (2) 12V deep-cycle marine batteries (12VDC) equipped with battery charger.
- No Flammable fuels are required to operate stage hydraulics.
 - No mechanical maintenance or replacement parts needed.
*** Very quiet during stage operation.



4. **Optional – BUILT-IN GENERATOR** goes with stage when there is no land-line to power up stage electrical. Provides power anytime any were.



5. **Optional (BUILT-IN) ADA HANDICAP** - Lift travels with stage at all times when needed.



6. **FOLD-IN TOWING SYSTEM –**

During an event the standard bumper pull hitch and a (Optional) Goose Neck 5th Wheel can fold into the stage and be hidden away.



Standard Hitch Shown



(Optional) Gooseneck 5th Wheel Shown



Folded - Gooseneck 5th Wheel Shown

7. **EXTRA CARGO STORAGE –**

Below stage deck there is lots of room that provides storage for extra 4x8 deck extensions or storing stairs.



8. **All FR4100 STAGES -** can be pulled with a standard pick-up truck.



Should you have any questions, please call.

Michelle McRae - Sales Manager

Telephone 812/246-3371 Ext.#212
Customer Service 800/248-3371
Michelle@centuryindustries.com

ESTIMATE

Agency:	City of Pompano	Contractor:	Century Industries
Contact Person:	Kate Belcher	Prepared By:	Michelle McRae
Phone:	(954)435-6525	Phone:	812.246.3371 x 212
Fax:		Fax:	502-246-5446
Email:	Kate.Belcher@copbfl.com	Email:	michelle@centuryindustries.com

PRODUCT NAME: **FRONTROW BANDSTAND STAGE**
 MODEL#: **FR4132**

QTY			Unit Pr	
1	FR4132	BASE UNIT 16'D x 32'L	\$ 124,231	\$ 124,231
1	90984	All Weather Transport Pkg.	\$ 7,970	\$ 7,970
1	42206	Electrical Upgrade Package #1	\$ 4,164	\$ 4,164
1	40030	Electric Duplex Receptacle 120V/20A (Ea.)	\$ 265	\$ 265
1	51006	12,000 Watt Enclosed Generator, (Built-In) Diesel	\$ 20,202	\$ 20,202
1	90988	Solar Battery Charger, (Qty.2) w/ Hyd. Jacks	\$ 1,972	\$ 1,972
1	90207	Verticle Banner - Hardware	\$ 1,987	\$ 1,987
1	91134	(UpStage) Mesh - Backdrop Logo Panel	\$ 4,861	\$ 4,861
1	90209	Marquee Banner - Hardware	\$ 2,965	\$ 2,965
1	90990	Illuminated Marquee (LED) Light Strip	\$ 2,962	\$ 2,962
1	70002U	Exterior Graphics Pkg., (UpGrade Pkg.)	\$ 9,116	\$ 9,116
1	90545	Hydraulic Leveling / Support Jacks, (Qty.4)	\$ 13,436	\$ 13,436
1	84447	Hydraulic Hitch Jack	\$ 2,774	\$ 2,774
1	90993	48" ADA Access Lift - (Above Deck)	\$ 12,410	\$ 12,410
1	10214	(Additional) Alum. Stairs	\$ 1,464	\$ 1,464
1	56060	Decorative Stage Skirt, 64' @\$48 LF, (Main Stage)	\$ 3,072	\$ 3,072
8	11004	Deck Tie Downs, (Qty.8)	\$ 149	\$ 1,192
1	10242	52" Aluminum Storage Locker, (x14"D x16"T)	\$ 839	\$ 839
1	90663	Spare Tire & Mount Bracket	\$ 1,397	\$ 1,397
1	90986	Under-Frame Storage Compartment w/ Door	\$ 2,023	\$ 2,023
1	90929	Exterior Led Flood Lights, (Qty.2)	\$ 639	\$ 639
4	42016	(6'-0") Hanging Truss Light Bar	\$ 607	\$ 2,428
1	90957	1000# Telescope Speaker Beams, (Qty.2)	\$ 1,168	\$ 1,168
		Subtotal A:		\$223,537
Qty	** Training not included unless selected			
1	Operational training is not included in the proposal and is available upon request, with pricing determined by region. One-Day session covers standard Mobile Stage operation only and excludes theatrical lighting and sound packages. These accessories are not manufactured by Century Industries and vary by brand and setup; therefore, they are not included in manufacturer-provided training.			\$2,500
		Subtotal B:		\$2,500
Qty	(1080 Miles) FOB Delivery to - Pompano Bch.			\$2,700
		Subtotal C:		\$2,700
Estimated lead time date starts from when you place the order.		1/28/2027	Total (A+B+C):	\$228,737

2026 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M19000007340

Entity Name: CENTURY INDUSTRIES, LLC

Current Principal Place of Business:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702 US

FEI Number: 35-2026536

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NORTHWEST REGISTERED AGENT LLC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED MEMBER
Name UHL, JOHN W
Address 7901 4TH ST N STE 300
City-State-Zip: ST. PETERSBURG FL 33702

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN W UHL

AUTHORIZED MEMBER

02/16/2026

Electronic Signature of Signing Authorized Person(s) Detail

Date

AUTHORIZATION LETTER

I, John Uhl, residing at Century Industries, 299 Prather Lane, Sellersburg, IN 47172, hereby authorize Michelle McRae to act on my behalf for the purpose of claiming documents, processing records, signing any necessary documents, and performing all acts required on behalf of Century Industries.

John Uhl
Principal / Authorizing Person

Signature: John Uhl

Michelle McRae
Authorized Sales Representative

Signature: Michelle McRae

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 8th day of May, 2026 at Sellersburg, IN 47172, by Michelle McRae, who personally appeared and presented valid identification.

Notary Public: Christie R. Simmons

Commission Number: NP0719556

Commission Expires: April 03, 2027

Seal:

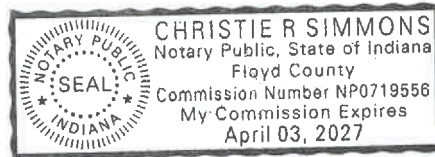


EXHIBIT "B"

EXHIBIT B – INSURANCE REQUIREMENTS

VENDOR/SUPPLIER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

VENDOR/SUPPLIER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by VENDOR/SUPPLIER/, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by VENDOR/SUPPLIER under this Agreement.

Throughout the term of this Agreement, VENDOR/SUPPLIER and all subcontracted VENDOR/SUPPLIERS or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. **Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440.** VENDOR/SUPPLIER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from VENDOR/SUPPLIER's negligent acts or omissions in connection with VENDOR/SUPPLIER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- XX products/completed bodily injury and property damage combined
- operations hazard
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent **VENDOR/SUPPLIER** personal injury
- XX personal injury

sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate
 This can either be a standalone abuse coverage, or an affirmative coverage under the GL policy

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form Minimum \$10,000/\$20,000/\$10,000
- XX owned (Florida’s Minimum Coverage)
- XX hired
- XX non-owned

The Contractor agrees to maintain business automobile liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

INLAND MARINE/TRANSIT COVERAGE: Minimum Recommended Limit

XX: The Minimum Coverage limit must equal to 100% of the replacement value of the stage and all related components while in transit, unloading, temporary storage, and until final acceptance by the City. The vendor/supplier/manufacturer or its contracted transportation carrier should carry Motor Truck Cargo Insurance and/or Inland Marine Floater (COI should reflect this coverage).

Coverage should insure:

- The full replacement value of the stage
- Loading/unloading
- Transit exposure

- Temporary storage
- Rigging and handling damage

EXCESS/UMBRELLA LIABILITY		Per Occurrence	Aggregate
XX_ other than umbrella	bodily injury and property damage combined	\$3,000,000	\$3,000,000

The VENDOR/SUPPLIER agrees to maintain either a commercial umbrella or excess liability at a limit of liability not less than \$3,000,000 each occurrence and \$3,000,000 aggregate.

The VENDOR/SUPPLIER agrees to endorse the City as an additional insured on the commercial umbrella/excess liability, unless the commercial umbrella/excess liability provides coverage on a true follow-form basis, or the City is automatically defined as an additional protected person. The City's additional insured status or policy's follow-form type must be stated on the certificate of insurance provided to the City.

(3) If Professional Liability insurance is required, VENDOR/SUPPLIER agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, VENDOR/SUPPLIER and all subcontracted VENDOR/SUPPLIERs shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the VENDOR/SUPPLIER, the VENDOR/SUPPLIER shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. VENDOR/SUPPLIER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR/SUPPLIER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should VENDOR/SUPPLIER enter into such an agreement on a pre-loss basis.

G. Additional Insured Endorsements.

VENDOR/SUPPLIER agrees to endorse City as an additional insured on the commercial general liability with the CG 20 10 04 07 or GC 20 10 14 13/ Additional Insured on a primary and non-contributory basis. Additional Insured - City's VENDOR/SUPPLIER endorsement, or a similar endorsement providing equal or broader additional insured coverage, in addition to endorsing the City as an additional insured with the CG 20 37 14 13 Additional Insured – City's Lessees, or Contractors or VENDOR/SUPPLIER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

APPROVED David Daley
By David Daley at 4:13 pm, May 13, 2026

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach is included as additional insured with respect to General Liability.

Transit - Shipper's Interest
Hartford Fire Insurance Company
Policy #33UUNBS1K30
Effective: 5/1/25 - 7/1/26
Limit: \$500,000
Deductible: \$5,000

Table with columns: CERTIFICATE HOLDER, CANCELLATION, AUTHORIZED REPRESENTATIVE.