

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 21st day of August, 2019, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and MODERN HOUSE & BUILDING MOVERS, INC., a Florida corporation or limited liability company, hereinafter referred to as "Contractor."

WHEREAS, CRA requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CRA does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – BID T-38-19; Exhibit "B"– Contractor Response; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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", and (iii) Exhibit "B".

2. Purpose. CRA hereby contracts with Contractor to provide building relocation services upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (BID T-38-19) and Exhibit "B" (Contractor's RFP Response), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Agreement shall be for a one (1) year period, commencing on August 21, 2019, and shall continue until completion of Scope of Work.

5. Renewal. In the event CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CRA, with CRA Board approval, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of both the CRA and the Contractor, and provided that CRA will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. CRA agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" and Exhibit "B" for the term of the contract.

7. Price Formula. CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$448,000.00.

8. Invoices. Contractor shall submit the invoices to CRA, if requested by CRA, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Modern House & Building Movers, Inc.
14405 Congress Street
Orlando, Florida 32826

If to CRA: POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY
CRA Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" and Exhibit "B" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "A" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name CRA as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. 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.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA 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 CRA 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.

20. 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.

21. 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

CRA. 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 CRA, 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 CRA.

22. Mutual 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 CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA 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.

23. Public Records.

A. The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY 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 CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA 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 CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject 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:

CRA CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-5535**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. 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.

27. Headings. The headings or titles to sections 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.

28. 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 CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

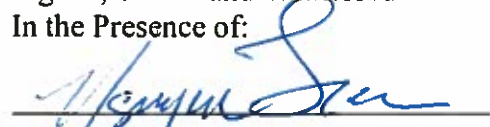
It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

INTENTIONALLY LEFT BLANK

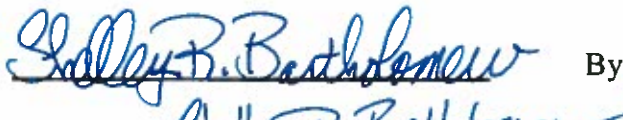
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**


Print Name: NGUYEN TRAN

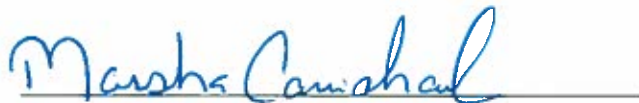
By: 
Rex Hardin, Chairman


Print Name: Selley R. Bartholomew

By: 
Gregory P. Harrison Executive Director


Print Name: Danielle Sabat

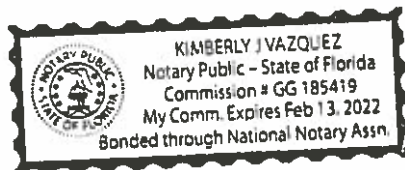
ATTEST:



Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of August, 2019, by Rex Hardin as Chairman, Gregory P. Harrison as Executive Director and Marsha Carmichael as Secretary, all of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA
Kimberly J VAZQUEZ
(Name of Acknowledger Typed, Printed or Stamped)
GG 185419
Commission Number

"CONTRACTOR"

Witnesses:

[Signature]

Jana Valentine

(Print or Type Name)

[Signature]

KIM I PETERSEN

(Print or Type Name)

MODERN HOUSE & BUILDING MOVERS
(Print or type name of company here)

By: [Signature]

Print Name: PAT BURDETTE

Title: AS PRESIDENT

Business License No. CGC 1516303

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of August, 2019, by Douglas Pat Burdette as President of Modern House & Building Movers, a Florida corporation on behalf of the corporation

or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced FL DL B633-175-58-058-0 (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Bidder Name _____



**City of Pompano Beach,
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID T-38-19 – BUILDING MOVER FOR MCNAB HOUSE AND GARAGE RELOCATION

July 12, 2019

The Pompano Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified building moving firms to provide building relocation services to the CRA for the McNab House and Garage. Sealed bids will be received until **2:00 p.m. (local), July 29, 2019**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. A list of bidders will be read aloud in a public forum. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidder must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Tammy Thompkins, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The CRA intends to issue a single contract to a professional building mover to relocate the McNab House and Garage from 1736 E. Atlantic Boulevard to McNab Park, 2250 E. Atlantic Boulevard.

The scope of services may include, but is not limited, to the following:

- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City). The CRA will reimburse the Contractor for all permit fees;
- Coordinate processing the project through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards;
- Coordinate, oversee and conduct "intact" relocation and installation on receiving site including construction of new foundation for buildings on new site. The move must occur on a Sunday;
- Confirm utilities have been shut off and disconnect utilities;
- Schedule and coordinate with all necessary utility companies, state and local agencies for traffic control devices and street closures, Broward County Sheriff's Office, tree work contractor, and other necessary agencies or companies. The CRA will be hiring the tree work contractor directly, as this contractor will also be moving trees from the 1736 E. Atlantic Blvd. site to McNab Park at the same time as the house and building move;
- Clean site and demobilize completely from original job site location;
- Comply fully with all local and state safety regulations, and also provide all necessary equipment and vehicles for the building relocation;
- Attendance at CRA Board bid award meeting may be required;
- Provide project close-out services. This may include completion of punch list items and project certification as required to all permitting agencies.

Firms must have previous experience moving buildings.

B. Contract Period

It is anticipated that the house and garage relocation will start in August 2019 and the move must occur on or before November 24, 2019.

The CRA reserves the right to renew this agreement for a one year period subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CRA. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

C. Quantities

Specified quantities of each item required are stated in this bid solicitation.

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to McNab Park, 2250 E. Atlantic Blvd. Pompano Beach, FL 33060.

F. Delivery

Bidders are to state the number of calendar days after receipt of an executed contract required for delivery.

G. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

H. Detail Specifications

Each responder is responsible for coordinating all supplies, material, labor, traffic maintenance, and permits associated with the move.

In this response the proposer shall include the following:

- Detailed timeline for relocation preparations and Move Day (Sunday, November 24, 2019)
- Description of preferred relocation route or visual depicting move route
- Price for relocation of house and garage
- Maintenance of Traffic (MOT) plan and price estimates

Description of the overall approach to the project and methodology including removing the house from the property, the transportation method and route, and the installation of the house on the new site including the method of construction for the foundation.

I. Examination Of Building (Highly Recommended)

Each bidder is required, prior to submitting a Bid Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the service. The bidder is also required to carefully examine the specifications and to inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No plea of ignorance, by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

J. Insurance

CONTRACTOR 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.

CONTRACTOR 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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

Bidder Name _____

CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors 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.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor 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.

2. Liability Insurance.

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

(b) 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 hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	

___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
------------------------------	--------------------------------------------------

Bidder Name _____

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY	Per Occurrence	Aggregate
XX excess / umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of 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.

3. Employer's Liability. CONTRACTOR and all subcontractors 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.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

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

5. 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.

6. Waiver of Subrogation. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

K. Financial Responsibility

The CRA reserves the right to request additional information to ensure the bidder is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The CRA may as at its sole discretion ask for additional proof of financial solvency, including additional documents post bid opening, and prior to evaluation that demonstrates the Bidder's ability to perform the resulting contract and provide the required materials and/or services.

L. References

Bidders are to provide reference information in their bid proposal for a minimum of three customers (current or past) who have obtained services similar to those specified in this bid. Bidders must have experience in fulfilling similar contracts in order to be considered responsible.

M. Questions And Communication

All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. **Question will be received until 5:00 p.m. (local), July 24, 2019.** Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to Bid solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

N. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to enter into an agreement with CRA using the CRAs agreement form, attached to this bid as Exhibit 6.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the forms furnished by the City.
 - 1.2. Bids must submit their response via the eBid System.
 - 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
 - 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
 - 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
 - 1.6. Late bids will not be considered.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder 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 bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

No-Lobbying Permitted: As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the Mayor/CRA Chair, any CRA/City Commissioner, CRA employees, agents or any other person working on behalf of the CRA on any matter related to or involved with this RFP, including members of any CRA advisory committee.

For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CRA approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Bid Tabulations

Tabulations are posted in the City's eBid System. Bid results will not be given out by telephone. The City is not required to notify unsuccessful bidders of contract awards.

27. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

28. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City 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.

29. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

31. Identical Tie Bids

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.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. 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 the 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 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 so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

32. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

33. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option

34. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

35. Notice to Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

36. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

37. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of

confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) 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:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. 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;

c. 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;

d. 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 information technology systems of the City.

e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject 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

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

38. Lobbying Prohibited

As to any matter relating to this bid, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, any CRA Board Member, officer, or any City or CRA representative or contractor, or any other person working on behalf of the CRA on any matter related to or involved with this bid, including members of any CRA advisory committee, other than the Procurement Official, is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential consultant or subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

The "No-Lobbying" condition is in effect from the date of publication of this bid and shall remain in effect until the CRA executes a contract, or otherwise takes action which ends the solicitation process for the services under this bid. This condition does not apply to any communication by the CRA to an existing City or CRA consultant regarding matters other than this bid. The Procurement Official is exempt from this process.

39. Ethics Requirements

All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Broward County Ethics Ordinance and City Code. No Proposer may employ, directly or indirectly, the Mayor, any member of the City Commission or CRA Board Member or any director, department head, or employee of the City or CRA, or a member of any CRA advisory committee. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City or CRA, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Broward County Ethics Commission regarding conflict of interest provisions. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to the Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Proposer shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest and requiring compliance with all laws relating to standards of conduct and ethics for public officers, employees and advisory bodies.

40. Unauthorized Aliens

The knowing employment by Proposer or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the contract awarded under this bid.

Bidder Name _____

SECTION III - PROPOSAL

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Item	Quantity	Description	Unit Price	Total
1	1	Furnish all labor, equipment, tools, and materials for the relocation of McNab House and detached two-story garage as described herein.	\$ _____	\$ _____
2	1	Indemnification		<u>\$10.00</u>
		GRAND TOTAL		\$ _____

A copy of the complete manufacturer's warranty statement is to be uploaded to the Response Attachments tab for this bid in the eBid System.

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the contract resulting from this bid, will your company agree to sell additional items/ at the awarded contract price? If so state the time period in calendar days applicable for such additional purchases: _____

Is your company a Local Business located within the City of Pompano Beach city limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax receipt may be requested.)

Yes ____ No ____

State location for obtaining parts and service during and after the warranty period:

Company: _____

Address: _____

Phone: _____

Contact: _____

Bidder Name _____

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No _____ Yes _____

Drug-Free Workplace: 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program _____ No _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



Bidder Name _____

**REQUESTED INFORMATION BELOW IS ON QUALIFICATIONS OF BIDDERS
FORM IN BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN
ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE RESPONSE
ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM**

Qualifications Of Bidders

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: _____

Contact person name and telephone number: _____

Description of services provided and date(s) of service: _____

2. Name and address of customer: _____

Contact person name and telephone number: _____

Description of services provided and date(s) of service: _____

3. Name and address of customer: _____

Contact person name and telephone number: _____

Description of services provided and date(s) of service: _____

SURVEY OF 1736 EAST ATLANTIC BOULEVARD

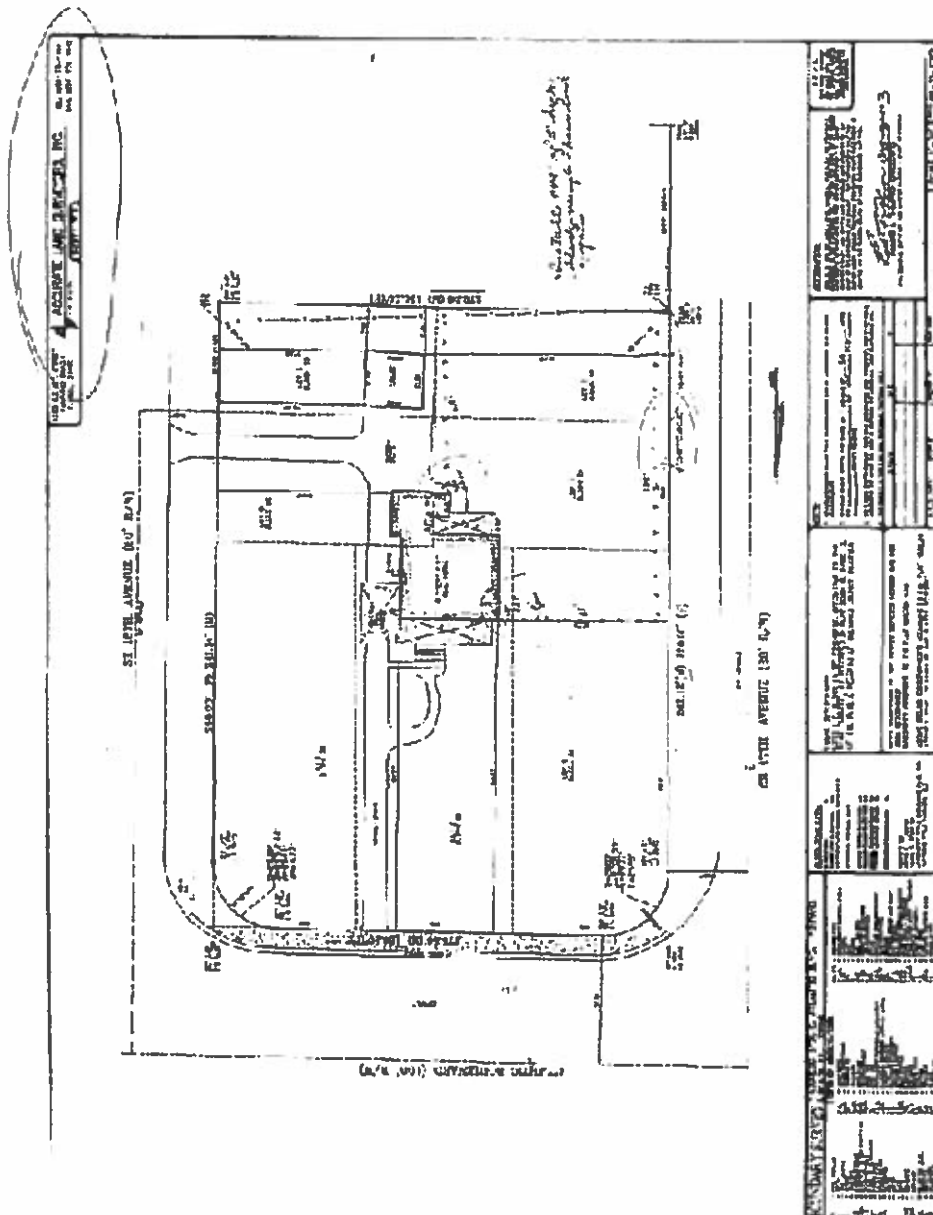


EXHIBIT 2

SURVEY OF MCNAB PARK

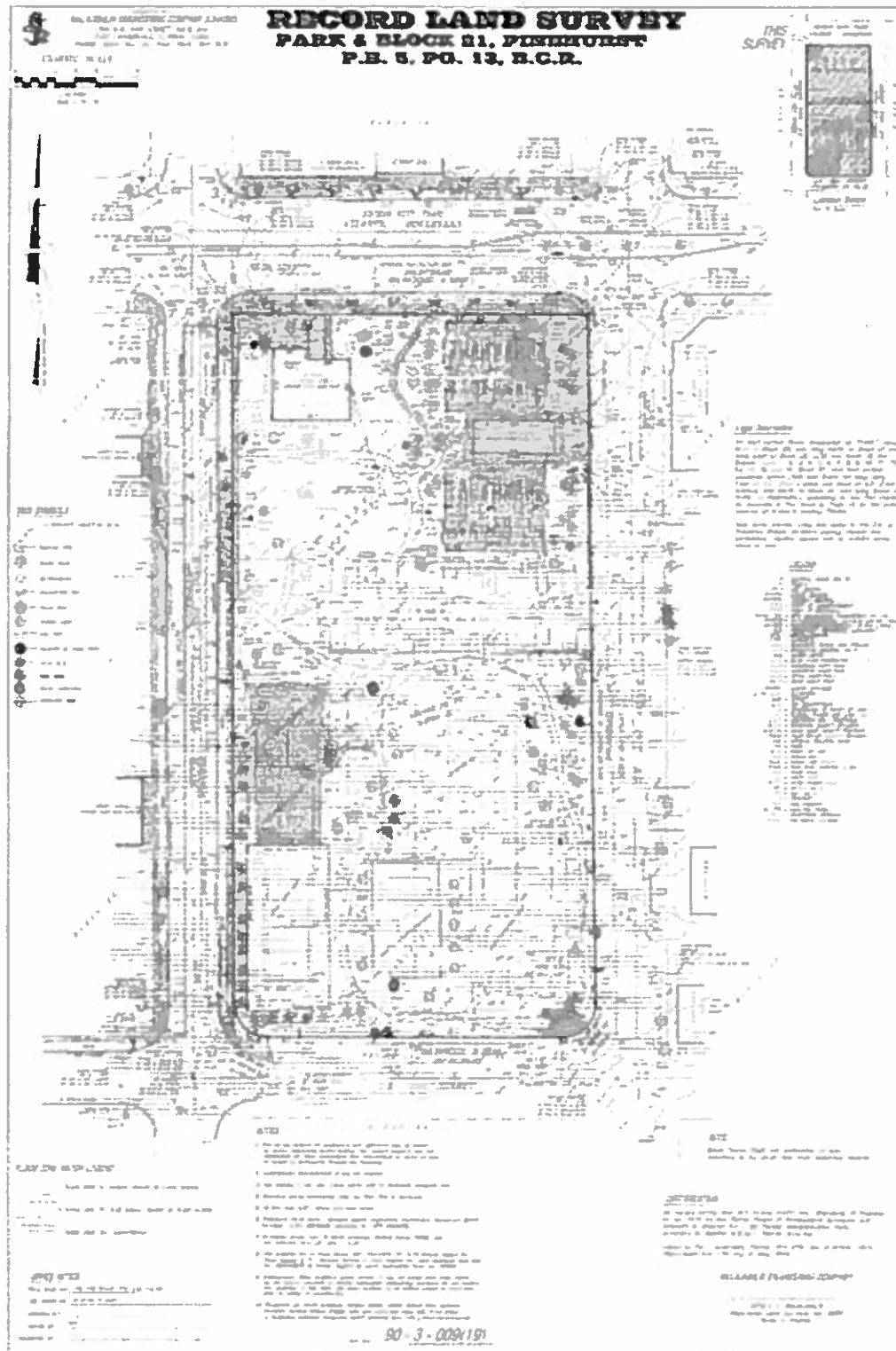


EXHIBIT 3
SITE PLAN OF MCNAB PARK

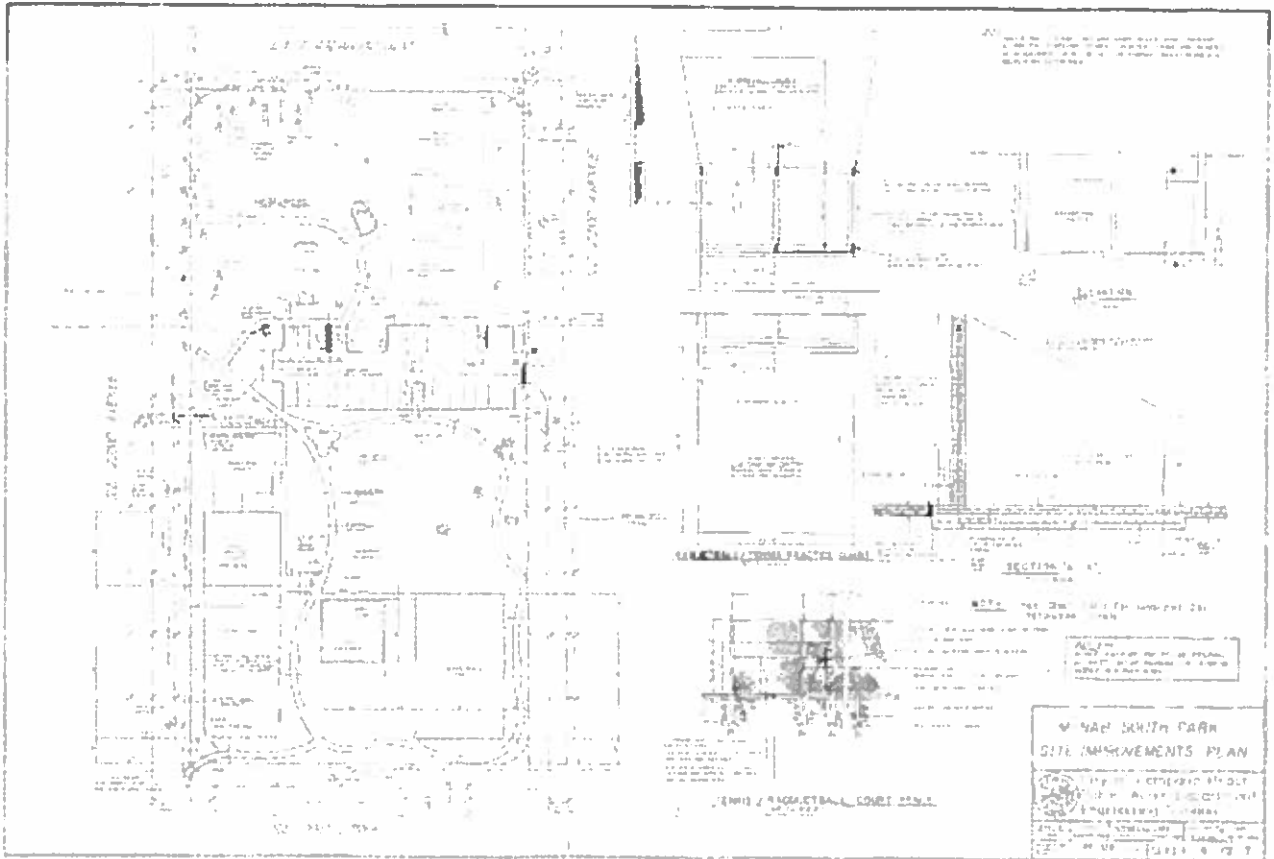


EXHIBIT 4

AERIAL SHOWING CURRENT LOCATION OF MCNAB HOUSE & GARAGE AND MCNAB PARK

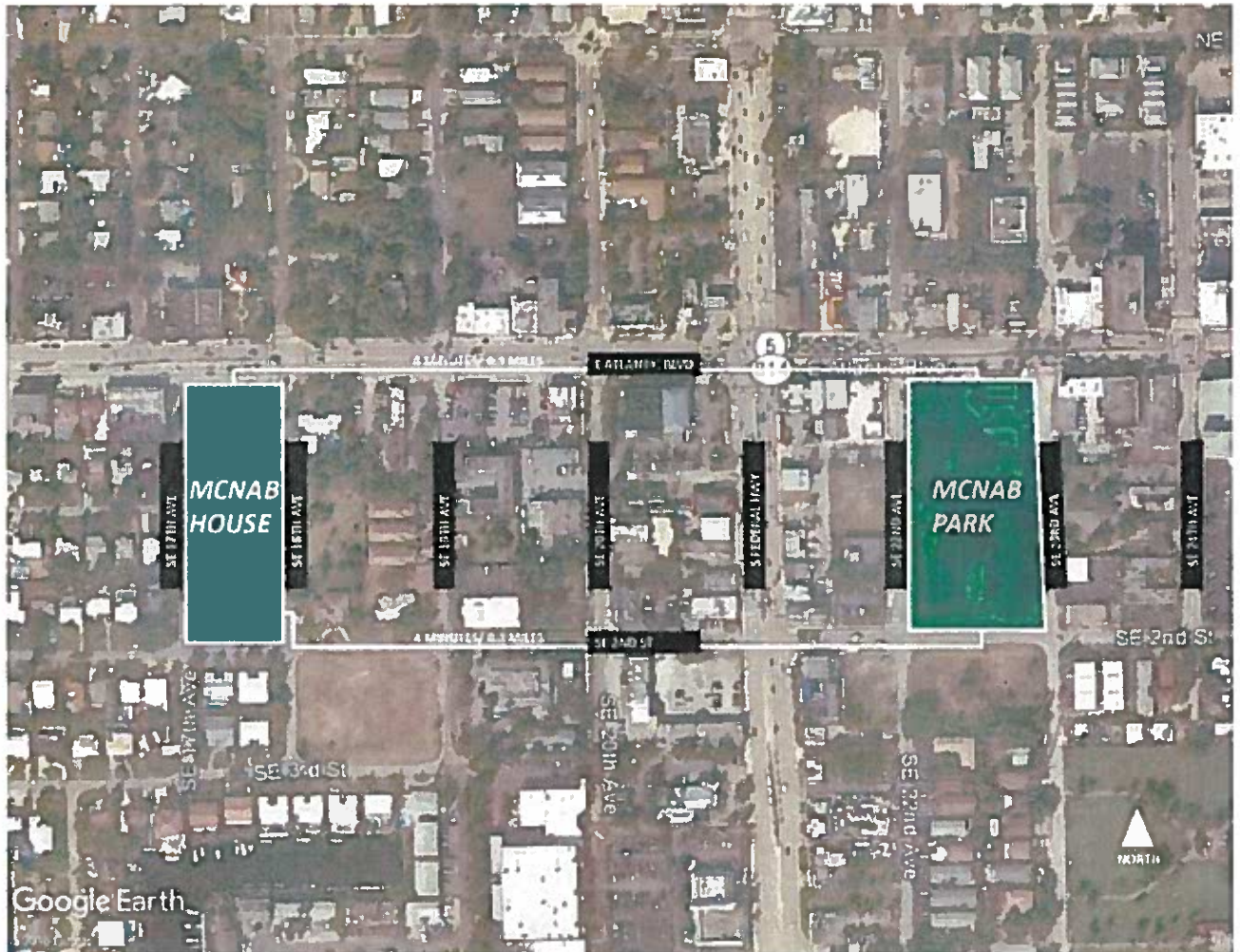


EXHIBIT 5

CONCEPTUAL PLAN FOR NEW LOCATION OF MCNAB HOUSE AND GARAGE



PRELIMINARY RELOCATION PLAN

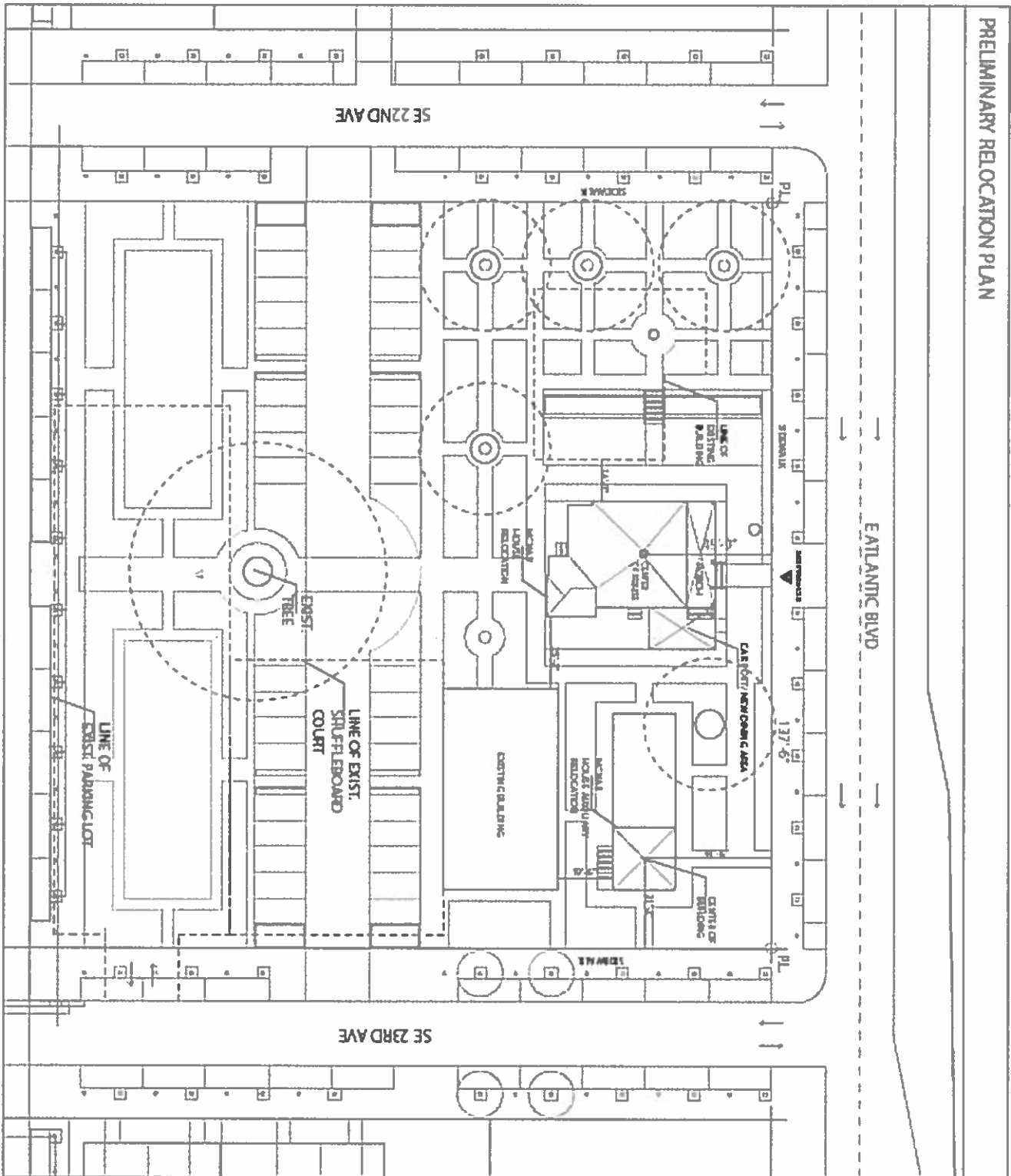


EXHIBIT 6.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the POMPADNO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and _____, a Florida corporation **OR** limited liability company, hereinafter referred to as "Contractor."

WHEREAS, CRA requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CRA does hereinafter require, under those terms and conditions set forth.

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

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Bid T-38-1919; Exhibit "B"- Contractor Response; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** CRA hereby contracts with Contractor to provide building relocation services upon the terms and conditions herein set forth.

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (ITB T-38-19) and Exhibit "B" (Contractor's Response), attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Agreement shall be for a one (1) year period, commencing on _____, 20____, and shall continue until completion of Scope of Work.

5. **Renewal.** In the event CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CRA, with CRA Board approval, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of both the CRA and the Contractor, and provided that CRA will provide notification within sixty (60) days of termination date of its intention.

6. **Maximum Obligation.** CRA agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" and Exhibit "B" for the term of the contract.

7. **Price Formula.** CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$_____.

8. **Invoices.** Contractor shall submit the invoices to CRA, if requested by CRA, as follows:

Invoices shall be submitted on a monthly basis.

Bidder Name _____

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to CRA:

POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY
CRA Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" and Exhibit "B" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "A" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name CRA as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. 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.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA 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 CRA 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.

20. 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.

21. 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 CRA. 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 CRA, 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 CRA.

22. Mutual 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 CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA 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.

23. Public Records.

A. The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY 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 CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA 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 CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject 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:**

CRA CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-5535

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. 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.

27. Headings. The headings or titles to sections 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.

28. 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 CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

Bidder Name _____

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

Signed, Sealed and Witnessed
In the Presence of:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

Print Name: _____

By: _____
Rex Hardin, Chairman

Print Name: _____

By: _____
Gregory P. Harrison Executive Director

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Rex Hardin as Chairman, Gregory P. Harrison as Executive Director and Marsha Carmichael as Secretary, all of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

(Print or type name of company here)

Witnesses:

By: _____

Bidder Name _____

(Print or Type Name)

Print Name: _____

Title: _____

(Print or Type Name)

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ as _____
of _____, a Florida corporation on behalf of the corporation

OR a Florida limited liability company on behalf of the company. He/she is personally known to me or who has
produced _____ (type of
identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



PROPOSER INFORMATION PAGE

RFP T-31-19, BUILDING MOVERS FOR THE MCNAB HOUSE AND GARAGE RELOCATION

To: The City of Pompano Beach, Florida

Modern House & Building Movers, Inc., hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approve by the City and such acceptance covers all terms, conditions and specifications of this proposal.

Proposal submitted by:

Pat Burdette, as President for

Modern House & Building Movers, Inc.

FEIN # 59-3631206

14405 Congress Street

Orlando, Florida, 32826

Telephone # 407-721-3780

Email address – info@modernmovers.com



PROPOSAL FOR RELOCATION OF THE MCNAB HOUSE AND GARAGE
RFP T-31-19

Modern House & Building Movers, Inc., has inspected the structures and surveyed the route to the new location and proposes as follows:

Modern House & Building Movers, Inc., would intend to commence work on the relocation of the structures no later than October 20, 2019, and hopefully as soon as the structures would be available, and have the structures removed from the original removed no later than November 24, 2019. At that time the original location shall be clear and free of debris resulting from this relocation.

Modern House & Building Movers, Inc., is familiar with relocation of these types of structures and offers the following references:

City of West Palm Beach Historic Preservation Department – Friederike Mintner 561-822-1457

Gary Eliopoulos – Delray Beach – 561-715-6635

Roger Cope – Delray Beach – 561-789-3791

Modern House & Building Movers, Inc., shall utilize standard and proved House Moving Techniques with equipment specialized for the industry including steel beams, Unified Jacking System, house moving dollies, steel plate and the heavy equipment necessary to facilitate such efforts.

Modern House & Building Movers, Inc., has never been Defendant in any litigation concerning the relocation of houses and buildings.


Modern House & Building Movers, Inc., proposes to perform the relocation of the McNab House and Garage as specified in this request for the fixed price of **\$448,000.00**



ALTERNATE BID FOR THE RELOCATION OF THE MCNAB PARK COMMUNITY BUILDING
AS PART OF RFP T-31-19

Modern House & Building Moves, Inc., shall provide an Alternate Bid for relocation of the McNab Park Community Building which shall include loading and relocating the structure from its original location to a temporary site then move to permanent location within the park for the price of **\$115,000.00** plus **\$1,500.00** per month, after 90 days from initial relocation to the temporary site, for equipment rental until structure is put in its permanent location and the foundation is complete and equipment may be removed.

Dated this, the 28th day of June, 2019

By :  (Pat Burdette)
as President for
Modern House & Building Movers, Inc.
14405 Congress Street
Orlando, FL 32826
407-721-3780
info@modernmovers.com

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

☒ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

☒ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

JUNE 26, 2019
(Date)

MORENO HOUSE & BUILDING MOVERS, INC.
(Name of Firm)

BY: PAT BOURDETTE
(Name)

LOCAL BUSINESS EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: RFPT-31-17 McNAB House Garage Move Prime Contractor's Name: Madeline House + Services

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
HOME DEPOT		FOUNDATION MATERIAL	
MASCHERYA CONCRETE		FOUNDATION MATERIAL	
LOCAL HOMES		ACCOMMODATIONS	
LOCAL RESTAURANTS		MEALS	
LOCAL GARAGES		SUPPLIES	
LOCAL GAS STATIONS		FUEL	
POMPANO BEACH FOREMEN		LAND REINFORCEMENT RESOURCES	
AFFILIATED UTILITIES		RESCUE SERVICES	

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number RFP T-31-19

TO: Modern House - Building MORAES, Inc.
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☐ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

NO SUBCONTRACTORS
USED IN THIS RELOCATION

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # LED T-31-19

I, PAT BUADETTE, AS PRESIDENT
(Name and Title)

of MODERN WIRE & BONDING HOUSES, certify that on the — day of

—, —, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
	N/A	

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☒ Other: LOCAL SERVICES WILL BE USED AS NECESSARY

Name and Title: PAT BUADETTE, AS PRESIDENT

Date: JUNE 28, 2019

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # T-31-19

1. What portions of the contract have you identified as Local Business opportunities?

BUILDING MATERIAL SUPPLIERS
MEALS AND ACCOMMODATIONS
ESCORTS

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

WILL UTILIZE AS NECESSARY

3. Did you send written notices to Local Businesses?

☐ Yes ☒ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☒ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you?

WILL UTILIZE AS NECESSARY

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____