

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
CENTURY INDUSTRIES, LLC
for
PORTABLE STAGE
RFP NO. 08-14-19-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Century Industries, LLC, a Foreign Limited Liability Company with offices located at 299 Prather Lane, PO Box C, Sellersburg, IN 47172 (the "Vendor") to furnish and deliver a Portable Stage pursuant to RFP No. 08-14-19-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The Contract documents consist of this Agreement, conditions of the contract of RFP No. 08-14-19-11, the Vendor's RFP response and any subsequent properly executed amendments to any of the aforementioned documents. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, the order of precedence is as follows: Duly executed amendments to this Agreement, this Agreement, the RFP and the Vendor's RFP response.

2) Product Supply

The Vendor shall supply a Portable Stage for the City as required by the contract documents and RFP No. 08-14-19-11, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.
- c) Vendor warrants to City that those products manufactured by Vendor and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of three (3) years after delivery.

3) Contract Sum

The City shall pay the Vendor in current funds to supply a Portable Stage in the Contract Sum of ONE HUNDRED FOURTY-FOUR THOUSAND SEVEN HUNDRED SIXTY dollars and ZERO cents (\$144,760.00) in accordance with the Contract Documents.

4) Time of Performance and Delivery

The work to be performed under this Agreement shall be commenced after the date that Vendor receives the Notice to Proceed and/or Purchase Order. The estimated start date is October 16, 2019.

- a) The Portable Stage shall be completed no later than January 24, 2020.
- b) The Portable Stage shall be received by the City no later than Wednesday, February 12, 2020 at the following address:

Coconut Creek Government Center –
Public Works Complex
4900 W. Copans Road
Coconut Creek, FL 33063

- c) Vendor shall provide a training for City staff to take place within seven (7) business days from City's receipt of stage.

5) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

7) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall

be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Century Industries, LLC
Michelle McRae, Sales Manager
299 Prather Lane
PO Box C
Sellersburg, IN 47172
michelle@centuryindustries.com
Office: (812) 246-3371
Fax: (812) 246-5446
www.centuryindustries.com

- 8) **Agreement Subject to Funding**
This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.
- 9) **Waiver of Jury Trial**
Vendor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.
- 10) **Venue**
This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida. This venue clause shall supersede any venue clause contained in Vendor's Response to the RFP.
- 11) **Signatory Authority**
The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.
- 12) **Severability; Waiver of Provisions**
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Century Industries, LLC, signing by and through its Sales Manager, Michelle McRae, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Vendor's Signature Page to Follow]

CENTURY INDUSTRIES, LLC

ATTEST:

[Signature]
(Corporate Secretary)

JOHN UHL
Type/Print Name of Corporate Secy.

Century Industries, LLC
Company Name

Michelle McKee 9/18/19
Signature of Sales Manager Date

MICHELLE MCKEE
Type/Print Name of Sales Manager



(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~: INDIANA

COUNTY OF Clark: :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHELLE MCKEE, of CENTURY INDUSTRIES a SALES MANAGER Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 18 day of SEPTEMBER, 2019.

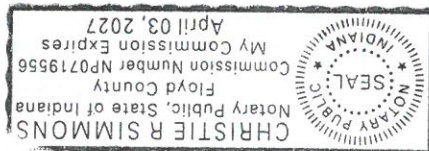
[Signature]
Signature of Notary Public
State of ~~Florida~~ at Large

Christie R. Simmons
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

DRIVERS LICENSE
Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.



Century Industries

BID #08-14-19-11
City of CoConut Creek, FL.

299 Prather Lane
PO Box C
Sellersburg, IN 47172
Phone 812-246-3371 Fax 812-246-5446
sumit@centuryindustries.com

SALESPERSON	QUOTE DATE:	EXPIRATION DATE:
Michelle McRae	9/12/2019	90 DAYS

MSM2800 "ShowMaster" 2000 SERIES

28ft long enclosed stage body
18" deep steel channel mainframe
60,000 lb. capacity pintle towing coupler
17,500 lb capacity crank tongue jack
Tandem axle suspension with (4) highway rated tires, electric brakes
(4) 25,000 lb capacity corner leveling jacks
Frame mounted level gauges
Rugged, all-weather FRP sound shell enclosure
28ft fold-down stage deck with skid resistant surface pattern, leveling legs, 125lb. live load capacity, hydraulic operation
Stage canopy extends beyond main stage for maximum protection, hydraulic operation with secondary safety locks
Self-contained 12VDC hydraulic system with remote operation pendant
Curb-side frame-mounted locking compartments for hydraulic and electrical systems
(2) diamond plate steel stairs with enclosed risers and hand rails
Highway lighting package with DOT marker and signal lights
AC electric system with power cable, breaker panel, receptacles, and (2) rows of dual tube fluorescent stage lighting
Neutral medium gray stage deck color to reduce heat build-up from the sun
Neutral medium gray stage interior for reduced glare and enhanced neutral appearance
Gel-coat exterior for UV protection and vandal resistance

1 MSM2800 - BASE UNIT (14' x 28')

Item #	Description	Quantity	Unit Price	Total Price
20528	Premium Anti-Corrosion Package Upgrade	1		
10208	Premium Stair Upgrade	1		
90636	Stage Deck Support Truss	1		
51002	7,000 Watt Enclosed Generator - Gasoline	(Delete)	\$ 10,199	
70002	Exterior Graphics -(28') Standard Pkg.	1		
70003	Interior Graphics - Standard Pkg.	1		
10209	Handicapped ADA Lift	1		
56060	Decorative Stage Skirt, 56ft. (Main Stage Deck)	1		
	(1-Day) On-Site Training	1		

MSM2800 Base Unit w/ Accessories

(w/) FOB Shipping

Bid - TOTAL \$ 122,908

7K Generator ~~(\$10,199)~~

\$112,709

ADDITIONAL SOLUTIONS - SELECTED 09/10/19

90550	1	Hydraulic Leveling/Support System	\$8,994
51006	1	12,000 Watt Enclosed Generator - Diesel	\$15,451
42201	1	Electrical Stage Upgrade Package #1	\$3,142
91106	2	Solar Panels, (Qty. 2 w/ Hyd. Jacks)	\$1,486
40028	1	Exterior Flood Light, (Qty. 3)	\$574
91102	1	Banner Hardware Pkg.	\$1,679
TIR2002	1	Spare Tire	<u>\$725</u>
Add-Ons Total			\$32,051

\$144,760

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of (3) years after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind.