

CONTRACT

THIS CONTRACT ("Contract"), effective as of the ____ day of _____, 2019 ("Effective Date"), is made by and between and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** ("CRA"), an entity created pursuant to Part III of Chapter 163, Florida Statutes and **IRON AGE DESIGN AND IMPORT, LLC**, a Washington limited liability company, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando ("City") for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the CRA and Contractor desire to enter into this Contract for the Contractor to provide iron tree grates and related products to the CRA; and

WHEREAS, under the CRA's policy and procedure, codified as section 1240.1 of the City's policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA's principal procurement agent; and

WHEREAS, the services to be provided under this Agreement have been procured by the City's Chief Procurement Officer on the CRA's behalf

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows

I. SCOPE

Contractor is to perform the work ("Work") as defined in the Contractor's proposal to the CRA ("Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof as fully as if herein set forth. The Work consists of an initial order by the CRA as detailed on Exhibit "A" being placed as of the Effective Date of this Contract and the option by the CRA to make future additional orders during the term of this Contract as provided on Exhibit "A". Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The period of this Contract shall commence as of the Effective Date and be for an initial term of three years. This Contract may, by mutual written assent of the parties, be extended for subsequent periods.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials as specified in its proposal to the CRA at the cost specified in said Proposal.

IV. PAYMENT

Contractor shall invoice CRA for all services in accordance with its Proposal. All invoices received by the CRA are payable within thirty (30) days from receipt. The CRA reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302, with a copy to the CRA Division Fiscal Manager, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.

V. FISCAL YEAR FUNDING APPROPRIATION**A. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the CRA. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by CRA of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

VI. GENERAL CONDITIONS**A. Patents and Copyrights**

The Contractor shall pay all royalties and assume all costs arising from the use of

any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the CRA and/or the City against any claim, suit or proceeding brought against the CRA and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the CRA and/or the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience upon written notice to the Contractor. In the event of such a termination by the CRA, the CRA shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contracts warrant all equipment and materials furnished hereunder shall be new and covered by the terms of the warranty attached to this Contract as part of Exhibit "A".

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or CRA, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by

any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or CRA's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or CRA's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or CRA's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the CRA.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' negligent acts, or omissions associated with this Contract.

2. Insurance.

Prior to commencing and at all times during the performance of any work under this Agreement, Contractor (and any of its subcontractors performing work on City or CRA property, if any) shall maintain the following insurance policies to cover claims, liability and damages arising from Contractor's and any of its subcontractors' activities on City or CRA property:

- (i) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence.

The City and CRA shall be added as an additional insured to the CGL and auto policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City or

CRA. Contractor shall provide to the City a copy of the applicable CGL insurance certificate(s) prior to any person entering upon the City or CRA property related hereto. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA, its officers, elected officials, agents and employees and against other contractors and subcontractors.

H. Acceptance

The CRA will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the CRA's Executive Director or his designee of his satisfaction that the work for their respective department is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the CRA as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The City and CRA shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the CRA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the CRA by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the CRA and all rights therein are reserved by the CRA, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. Extra Work**1. Requested by CRA**

The CRA, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the CRA shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the CRA written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the CRA unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The CRA will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the CRA upon the CRA's final acceptance of the Work.

P. Notices.

All notices required or permitted to be given under this Agreement must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

CRA:	Thomas C. Chatmon, Jr. Executive Director Community Redevelopment Agency 400 South Orange Avenue, 6th Floor Orlando, Florida 32801 Fax: (407) 246-3359 Phone: (407) 246-3361
With a Copy to:	David Billingsley, Chief Procurement Officer, CPSM, C.P.M. City of Orlando 400 South Orange Avenue, 4th floor Orlando, Florida 32891 Fax: (407) 246-2869 Phone: (407) 246-2291

Contractor:	Mark Armstrong Iron Age Design and Import, LLC 2104 SW 152 nd Street, Suite 4 Burien, Washington 98166-2064 Fax: (206) 257-0318 Phone: (206) 276-0925, ext. 1009
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Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date

shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

VII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the City's Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE., ORLANDO, FL 32801.

- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the CRA in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF ORLANDO, FLORIDA**

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of Orlando, only.

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 2019

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2019

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
_____, as the _____, on behalf of _____

He/she (is) personally known to me or (has) produced _____ (type of identification)

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

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT “A”

CONTRACTOR’S PROPOSAL



2104 SW 152nd St. Suite #4, Burien, WA 98166
T: 877-418-3568 F: 206-257-0318
IRONAGEGRATES.COM

Quote

DATE	QUOTE #
3/22/2019	181130FL

BILL TO

City of Orlando
Robert Fish
300 Liberty Ave
Orlando, FL
32801

SHIP TO

Orlando, FL
32801

WE APPRECIATE YOUR BUSINESS!

TERMS		LEAD TIME	SPECIFIER	REP	PROJECT
50%dep / NET 30		8-12 Weeks		KA	Livingston/Terry
ITEM	DESCRIPTION	QTY	COST	TOTAL	
zOX60-60I99TG	OX5x5 - Oblio 5' x 5' Tree Grate, 4 pieces per set, raw cast iron, fits Iron Age custom frame, price per set..	145	1,247.00	180,815.00T	
FRE5x5	5' sq. "E" frame for embedment into new concrete, raw steel, price per each	99	293.00	29,007.00T	
DISCOUNT-Cus...	Discount : 5% Based on quantities		-10450.00	-10,450.00	
Freight	Freight - 2 Truckload Shipments business to business w/out Lift Gate ***Loading dock or fork lift must be present at delivery location.*** *** Surcharges will apply to residential or job site deliveries or lift gate truck.*** *** Truck unloading and installation are not included in this quote.***		19,749.00	19,749.00T	
	50% DEPOSIT WILL NOT INCLUDE THE SHIPPING COSTS OF \$19,749. ONLY BASED ON CASTINGS AND FRAME COSTS. DEPOSIT AMOUNT WOULD BE \$99,686 IN ORDER TO START PRODUCTION. IRON AGE ACCOUNTING WOULD SEND A DEPOSIT INVOICE TO REFLECT AMOUNT.				
	IRON AGE WILL GUARANTEE LIMITED INCREASE OF UNT COST OF 3% FOR EACH YEAR UP TO 2022.				
	Sales Tax		0.00%	0.00	

ALL PRODUCTS MADE IN USA AND ARE
QUOTED IN US DOLLARS.
CUSTOMER TO VERIFY QUANTITIES,
MATERIALS, FINISH
QUOTE VALID FOR 30 DAYS; PLEASE CALL
FOR UPDATED PRICING AFTER 30 DAYS
Custom castings, fabrication or finishes are
non-returnable

TO PROCEED WITH AN ORDER,
PLEASE SIGN and E-MAIL TO
SALES@IRONAGEGRATES.COM, or &
FAX TO (206) 257-0318

Signature _____

Total USD 219,121.00



Iron Age Standard One Year Warranty

Limited One Year Warranty: Iron Age warrants all of its products to be free of defects in material and workmanship for the period of one year after sale to end user. This warranty does not cover abnormal use/abuse of the product, and is exclusive to products supplied by Iron Age. Any claims for labor costs or other expenses related to the replacement of the defective product will not be allowed by Iron Age. Iron Age's responsibility is limited to replacement only of products determined by Iron Age to be defective.

2104 SW 152nd Street, Suite 4
Burien, WA 98166

TEL 206.276.0925
FAX 206.257.0318
ironagegrates.com