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Contract No.: 673-9654

Agreement to Supply: **EMERGENCY DEBRIS MONITORING SERVICE**

This agreement, made and entered into this the _____ day of _____, 2007, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of **CONTRACTOR**: **Beck Disaster Recovery, Inc.**

Address: **800 N. Magnolia Avenue, Suite 400** City: **Orlando** State: **FL** Zip: **32803**

A Corporation ☑ A Partnership ☐ An Individual ☐ Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of **two years with three one-year extension options** and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **May 15, 2007 Pur-07**

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City emergency debris monitoring services during the period beginning **05/15/07** and ending **05/14/09** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number **673-9654** and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

1) This contract Form G-110, Rev. 12/00
2) The City's RFP and all addenda thereto
3) Contractor's proposal in response to the City's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. *Contract Special Conditions:* The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

The third sentence of Section 2 of Part VI of the RFP is amended to read as follows:

"Costs for approved travel, per diem, or mileage expenses shall be in strict accordance with the City's travel and subsistence policy and allowances, which are provided in Exhibit B, except that any reimbursement for meal expenses shall be in accordance with the following schedule:

Breakfast--When travel begins before 6 a.m. and extends beyond 8 a.m.
Lunch--When travel begins before 12 noon and extends beyond 2 p.m.
Dinner--When travel begins before 6 p.m. and extends beyond 8 p.m."

a. Attachments:

Beck Disaster Recovery Inc.'s response to the RFP, Addendum No. 1 issued 11/30/06 and a copy of the RFP document.

b. Payment Terms: **Net 30**

c. Delivery: **24 hours**

d. Insurance: Yes ☑ No ☐

e. Performance Bond/Letter of Credit: Yes ☐ No ☑

f. Procurement Specialist's Initials: **RA**

4. Contractor's Phone Numbers: ***Office:*** **407-803-5700** ***Toll Free:*** **866-540-2325**

5. Contractor's Fax Number: **407-803-5701**

6. Contractor's E-Mail Address: cmclendon@beckdr.com ***Website:*** www.beckdr.com

City of Fort Lauderdale

By: _____
Director of Procurement Services (City Manager's Designee)
Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date: 7/23/07

_____
Sr. Assistant City Attorney (approved as to form)

Date: 7/10/7

Contractor/Vendor

Charles M. McLendon
Name of Company Officer (please type or print)

By: _____
Authorized Officer's Signature

Title: President/COO

Date: July 18, 2007

Jonathan Schaefer
Secretary (please type or print)

Attest: _____
Signature of Secretary