

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 6/12/10 – 6/11/11	Contract No.: 503-10517	Master Blanket: N/A
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Awarded Vendor:

Florida Metro Construction Company, Inc.
140 SW 1 Avenue
Dania Beach, FL 33004

Delivery: as required
Payment Terms: Net 30
MBE WBE

Attn: Danise Steiner
954-921-8967
Fax 954-921-8976
Email: c.mooney@floridametro.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No Years: 3, 1 year extensions

FUEL EQUIPMENT MAINTENANCE & INSPECTION

Monthly Maintenance \$ 1,495.00 / month

Additional Services:

Straight Time, 5 days/week, 7:30 am – 4:30 pm \$ 70.00 / hour

Overtime \$ 150.00 / hour

Holidays \$ 175.00 / hour

Travel Expense \$ 1.00 / mile

Parts Cost Manufacturer with 20% markup

Department Contract Co-Ordinator: Ken Kalen, Fleet Services (954) 828-5781

Procurement Specialist: AnnDebra Diaz, CPPB

THIS AGREEMENT, made and entered into this 14th day of May, 2010, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Florida Metro Construction Company, Inc., a Florida corporation ("Contractor"), whose address and phone are 140 SW 1 Avenue, Dania Beach, FL 33004, Phone 954-921-8967, Fax: 954-921-8976.

WHEREAS, the City issued Invitation to Bid Number 503-10517 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on May 14, 2010, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Fuel Equipment Maintenance and Inspection in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning June 12, 2010 and ending June 11, 2011. This contract may be extended for up to three (3) additional consecutive one (1) year terms upon agreement by both parties and approval by the City all terms, conditions and specifications remain the same.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form, G-110 Rev. 01/10;
- Second, any and all addenda to the City's ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE
By: [Signature]
Director of Procurement Services

ATTEST
By: [Signature]
Print Name: Sommer Russell

CONTRACTOR
By: [Signature]
Print Name: Danise A. Steiner
Title: President & CEO
(If not president of corporation please attach proof of authorization)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1 day of June, 2010, by Danise A Steiner as (title): President for Florida Metro Construction Company, Inc., a Florida corporation.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

CHRISTINA M.M. MOONEY
Notary Public - State of Florida
My Comm. Expires Feb 22, 2014
Commission # DD 961997
Bonded Through National Notary Assn.

Personally Known OR Produced Identification _____

Type of Identification Produced _____