

**AGREEMENT No. 2015-08**  
**BETWEEN THE CITY OF NORTH MIAMI BEACH**  
**AND**  
**AshBritt Inc.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Ashbritt Inc., a corporation duly organized and existing under the laws of the State of Florida, with offices at 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441 (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by **Request for Proposals (RFP) No. 2015-08 Disaster Debris Removal and Disposal Services** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Pricing Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A" and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated June 5<sup>th</sup> 2015, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the specifications, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Pricing Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";
2. The City agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Pricing, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Pricing and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";
4. The City agrees to make payment in accordance with the terms of the Request for Proposals, Pricing and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";
5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its

provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on August 1, 2015. The initial contract shall be for a period of five (5) years. The City reserves the right to renew the contract for two (2) additional (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager and the City Council of the City of North Miami Beach.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONTRACTOR

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

Corporate Seal/Notary Seal


CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela L. Latimore, City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Jose Smith, City Attorney

**AGREEMENT No. 2015-08**  
**BETWEEN THE CITY OF NORTH MIAMI BEACH**  
**AND**  
**Bergeron Emergency Services, Inc.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Bergeron Emergency Services, Inc. organized and existing under the laws of the State of Florida, with offices at 19612 S.W. 69<sup>th</sup> Place Ft. Lauderdale, FL 33332 (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by **Request for Proposals (RFP) No. 2015-08 Disaster Debris Removal and Disposal Services** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Pricing Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A" and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated May 27 2015, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement.

**WHEREAS**, Contractor recognizes and agrees that this Agreement is solely a back-up agreement to be activated in the event the City's primary Contractor (**AshBritt Inc.**) is unable or unwilling to perform the services required during an emergency or, if the City determines that it is in its best interest to have a secondary Contractor activated during an event.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the specifications, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Pricing Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

2. The City agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Pricing, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Pricing and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

4. The City agrees to make payment in accordance with the terms of the Request for Proposals, Pricing and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on August 01, 2015. The initial contract shall be for a period of five (5) years. The City reserves the right to renew the contract for two (2) additional (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager and the City Council of the City of North Miami Beach.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONTRACTOR

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

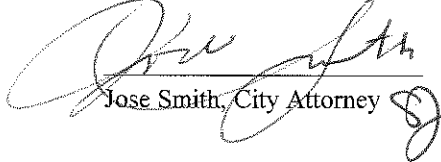
CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
Ana M. Garcia, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela L. Latimore, City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
Jose Smith, City Attorney