

RESOLUTION NO. 2021-084

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC. BASED ON THE TOWN OF DAVIE AGREEMENT TO PROVIDE DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's existing agreement for Disaster Debris Management & Removal Services is due to expire on September 13, 2021; and

WHEREAS, the Town desires to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

WHEREAS, the Town of Davie, Florida competitively solicited proposals pursuant to RFP B-17-57 for Disaster Debris Management & Removal Services; and

WHEREAS, the Town of Davie thereafter selected Bergeron Emergency Services, Inc. ("Bergeron") in accordance with the requirements of RFP B-17-57 and Florida law; and

WHEREAS, the Davie Town Council, pursuant to Resolution R-2017-288, authorized its Town Administrator or his designee to negotiate an agreement for these services; and

WHEREAS, after review, the Davie Town Council accepted the negotiated contract with Bergeron Emergency Services, Inc. ("Davie Agreement" attached EXHIBIT "A"); and

WHEREAS, the Town of Southwest Ranches ("Town") wishes to utilize this competitive procurement and the resulting Davie Agreement as an emergency/disaster services contract for the performance of the items set forth in the Davie Agreement; and

WHEREAS, a copy of the Agreement between the Town and Bergeron Emergency Services, Inc., which adopts the Davie Agreement, is attached hereto as Exhibit "B" (hereinafter "Town Agreement"); and

WHEREAS, Bergeron Emergency Services, Inc. will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town; and

WHEREAS, the Town of Southwest Ranches desires to enter into the Town Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves entering into a cooperative purchasing agreement with Bergeron Emergency Services, Inc. based on Town of Davie agreement to provide Disaster Debris Management & Removal Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Town contract in substantially the same form as that attached hereto as Exhibit "B", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 13th day of September, 2021, on a motion by V/m Hartmann and
seconded by C/m Allbritton.


Breitkreuz yes
Hartmann yes
Allbritton yes
Jablonski yes
Kuczenski yes

Ayes 5
Nays 0
Absent 0



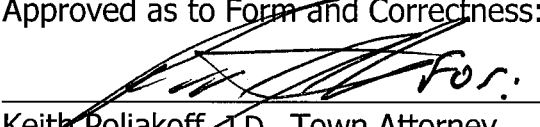
Steve Breitkreuz, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

 For:

Keith Poliakoff, J.D., Town Attorney
1001.247.01

**AGREEMENT No. B-17-57
BETWEEN THE TOWN OF DAVIE
AND
BERGERON EMERGENCY SERVICES, INC.**

THIS AGREEMENT is made by and between Bergeron Emergency Services, Inc. a corporation organized and existing under the laws of the State of Florida, with offices at 19612 SW 69th Place, Fort Lauderdale, FL 33332 (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-17-57 Disaster Debris Management and Removal Services**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms, Pricing 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 12, 2017**, 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 Town desires to procure from the Contractor such services for the Town, 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 terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, Pricing, 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 Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, 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, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, 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 Town agrees to make payment in accordance with the terms of the Request for Proposals and Pricing 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. The Contractor will be responsible for servicing the legal boundaries of the Town of Davie west of University Drive. In the event that the firm contracted to service the east side of the Town of Davie fails to perform, the Contractor upon written authorization from the Town Administrator or designee, shall also service the east side of the Town of Davie under the same terms and conditions.

7. The initial Agreement term will be for a period of three (3) years commencing on the date of final execution herein. The Agreement may be extended for two (2) additional three (3) year periods upon mutual agreement of the parties.

8. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town 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 6th day of September, 2017.

Bergeron Emergency Services, Inc.

By: [Signature]

(Signature)

Name: Thomas Bergeron

(Print)

Title: VICE PRESIDENT

Date: 9/5/17

Attest: [Signature]

Corporate Seal/Notary Public

TOWN OF DAVIE

By: [Signature]

Mayor Judith Paul

Date: 9/5/17

Attest: [Signature]

Evelyn Reid, Town Clerk

Approved as to form
and legal sufficiency

[Signature]
John Rayson, Town Attorney

Corporate Seal/Notary Seal



Agreement No. B-17-57

B-17-57 Disaster Debris Management & Removal Services

Part A: Hourly Rates	Price Per Hour
1. Project Manager	\$ 75.00
2. Operations Managers	\$ 65.00
3. Crew Foreman	\$ 55.00
4. Skilled Sawman	\$ 35.00
5. Tree Climber	\$ 90.00
6. Administrative Staff	\$ 40.00

Part B: Task and Fee Unit Schedule	Price
1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction	
1A (0-15 miles)	\$ 7.75
1B (15.01-30 miles)	\$ 8.50
1C (30.01-45 miles)	\$ 9.25
1D (45.01+ miles)	\$ 11.50
2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard	
2A (0-15 miles)	\$ 8.25
2B (15.01-30 miles)	\$ 8.75
2C (30.01-45 miles)	\$ 9.25
2D (45.01+ miles)	\$ 11.50
3. On-site Chipping (as per Section 5.12) to Include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard	
3A (0-15 miles)	\$ 8.50
3B (15.01-30 miles)	\$ 9.25
3C (30.01-45 miles)	\$ 11.00
3D (45.01+ miles)	\$ 15.00
4. Management and Operation of a Temporary Debris Staging and Reduction Site per Incoming Cubic Yard	\$ 0.85
5. Debris Reduction by Chipping/Grinding per Cubic Yard	\$ 1.75
6(a). White Goods Collection & Recycling	\$ 35.00
6. Freon Management and Recycling Per Unit	\$ 29.00
7. Animal Carcass Collection, Hauling, and Final Disposal per Pound	\$ 6.00
8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard	
8A (0-15 miles)	\$ 3.75
8B (15.01-30 miles)	\$ 4.50
8C (30.01-45 miles)	\$ 5.00
8D (45.01+ miles)	\$ 8.00
9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound	\$ 2.95
10. Deleted	
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:	
A. 24 inch to 35.99 inch diameter Each	\$ 175.00
B. 36 inch to 47.99 inch diameter Each	\$ 250.00
C. 48 inch and larger diameter Each	\$ 375.00
12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:	
A. 6 inch to 23.99 inch diameter Each	\$ 75.00
B. 24 inch to 35.99 inch diameter Each	\$ 150.00
C. 36 inch to 47.99 inch diameter Each	\$ 275.00
D. 48 inch and larger diameter Each	\$ 425.00
13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream:	\$ 100.00
14. Cleaning of Catch Basins (includes disposal) Each	\$ 250.00
15. Cleaning of Drainage Pipes per Linear Feet	\$ 9.95
16. Deleted	
17. Sodding per Square Foot	\$ 1.00
18. Add Fill Dirt per Cubic Yard	\$ 10.00

Part C: Equipment Rates	Hourly Price
Item Description - Or Equivalent	
1. JD 544 Wheel Loader with debris grapple	\$ 118.00
2. JD 644 Wheel Loader with debris grapple	\$ 128.00
3. Extendaboom Forklift with debris grapple	\$ 79.00
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ 79.00
5. 753 Bobcat Skid Steer Loader with bucket	\$ 75.00
6. 30-50 HP Farm Tractor with box blade or rake	\$ 78.00

B-17-57 Disaster Debris Management & Removal Services

7. 2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$	90.00
8. 3 - 4 cu. yd. Articulated Loader with bucket	\$	101.00
9. JD 648E Log Skidder, or equivalent	\$	112.00
10. CAT D4 Dozer	\$	88.00
11. CAT D5 Dozer	\$	118.00
12. CAT D6 Dozer	\$	132.00
13. CAT D7 Dozer	\$	151.00
14. CAT D8 Dozer	\$	168.00
15. CAT 125 - 140 HP Motor Grader	\$	120.00
16. JD 690 Trackhoe with debris grapple	\$	130.00
17. JD 690 Trackhoe with bucket & thumb	\$	130.00
18. Hand-Fed Debris Chipper	\$	55.00
19. 300 - 400 HP Horizontal Grinder	\$	285.00
20. 800 - 1,000 HP Horizontal Grinder	\$	405.00
21. 30 Ton Crane	\$	175.00
22. 50 Ton Crane	\$	275.00
23. 100 Ton Crane (8 hour minimum)	\$	329.00
24. 40 - 60' Bucket Truck	\$	175.00
25. Greater Than 60' Bucket Truck	\$	200.00
26. Fuel / Service Truck	\$	85.00
27. Water Truck	\$	90.00
28. Portable Light Plant	\$	18.45
29. Lowboy Trailer with Tractor	\$	90.00
30. Flatbed Truck	\$	75.00
31. Pick-up Truck (unmanned)	\$	17.00
32. Self-Loading Dump Truck with debris grapple	\$	140.00
33. Single Axle Dump Truck, 5 - 12 cu. yd.	\$	55.00
34. Tandem Axle Dump Truck, 16 - 20 cu. yd.	\$	75.00
35. Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$	88.00
36. Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$	88.00
37. Tandem Axle Dump Truck, 51 - 80 cu. yd.	\$	92.00
38. Temporary Office Trailer DAILY RATE	\$	192.00

Part D: Emergency Power Generators and Support Equipment	Cost Per Day (24 hours)	Cost Per Week (7 Days)
1. 10 KW Generator	\$ 114.00	\$ 266.00
2. 15 KW Generator	\$ 114.00	\$ 266.00
3. 25 KW Generator	\$ 163.20	\$ 380.80
4. 50 KW Generator	\$ 252.00	\$ 588.00
5. 75 KW Generator	\$ 312.00	\$ 728.00
6. 100 KW Generator	\$ 372.00	\$ 868.00
7. 175 KW Generator	\$ 540.00	\$ 1,260.00
8. 250 KW Generator	\$ 672.00	\$ 1,568.00
9. 300 KW Generator	\$ 768.00	\$ 1,792.00
10. 350 KW Generator	\$ 936.00	\$ 2,184.00
11. 500 KW Generator	\$ 1,200.00	\$ 2,800.00
12. 750 KW Generator	\$ 1,440.00	\$ 3,360.00
13. 800 KW Generator	\$ 1,536.00	\$ 3,584.00
14. 1000 KW Generator	\$ 1,920.00	\$ 4,480.00
15. 1250 KW Generator	\$ 2,400.00	\$ 5,600.00
16. 1500 KW Generator	\$ 2,880.00	\$ 6,720.00
17. 1750 KW Generator	\$ 3,120.00	\$ 7,280.00
18. Talls	\$ 4.20	\$ 18.00
19. Cables (400 amp) 50 ft	\$ 12.00	\$ 60.00

Part E: Optional Services	Price
1. Debris removal from lakes and canals per CY	\$ 19.00
2. Restoration of canal banks and slopes per LF	\$ 7.50
3a. Removal of motor vehicles including towing, processing and disposal per vehicle on land	\$ 185.00
3b. Removal of motor vehicles including towing, processing and disposal per vehicle in waterway	\$ 385.00
4a. Removal of boats including towing, processing and disposal Per LF of vessel on land	\$ 42.00
4b. Removal of boats including towing, processing and disposal Per LF of vessel in waterway	\$ 88.00
5. Provision of emergency potable water per Gallon	\$ 2.92
6. Provision of emergency ice per LB	\$ 0.60
7. Temporary bathrooms / port-o-lets Per Unit Per Day	\$ 22.50
8. Provision of temporary satellite phones Per Phone Per Day	\$ 25.00
9. Sewer, culvert and catch basin cleaning including transportation and disposal per LF	\$ 9.86

COOPERATIVE AGREEMENT
ADDENDUM BETWEEN THE

TOWN OF SOUTHWEST RANCHES
AND
BERGERON EMERGENCY
SERVICES, INC.

The Town of Southwest Ranches ("Town") on September 13, 2021, pursuant to Resolution No. 2021-084, the Town Council entered into a cooperative agreement with Bergeron Emergency Services, Inc. ("Contractor") for Disaster Debris Management & Removal Services based upon the Town of Davie Agreement RFP-B-17-57, with the addition of the following:

A. Federal, State, or local grant. To the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions, including Florida Division of Emergency Management (Division) Hazard Mitigation Loss Program Grant. It is up to the Bidders to inquire and ascertain what grants/terms apply to this contract.

B. Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, included herein as Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Town of Southwest Ranches, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Town of Southwest Ranches and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E. Acknowledgment. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Administrative Remedies. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

H. Scrutinized Companies. Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in

business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

I. E-Verify. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

[Signatures on next page]

Authorized Vendor (Print Name) Ronald M. Bergeron, Jr. Tel: (954) 680-6100 Ext. 222

Authorized Vendor Signature

Date 9/28/2021

Town Authorized Personnel (Print Name)

Andy Berns

Town Authorized Personnel (Print Title)

Town Administrator

Town Authorized Personnel Signature

Andy Berns

Date 11/8/21