

**RESOLUTION NO. 2021-085**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH WITT O'BRIEN'S, LLC BASED ON TOWN OF DAVIE AGREEMENT FOR DISASTER, DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE; WAIVING ANY AND ALL PROCURMENT CODE REQUIRMENTS THAT MAY BE IN CONFLICT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Davie, Florida competitively solicited proposals pursuant to RFP B-17-58 for Disaster Debris Monitoring Services and Financial Recovery Assistance; and

**WHEREAS**, the Town of Davie thereafter selected Witt O'Brien's, LLC ("Witt O'Brien's") in accordance with the requirements of RFP B-17-58 and Florida law; and

**WHEREAS**, the Davie Town Council, pursuant to Resolution R-2017-249, 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 Witt O' Brien's, LLC ("Davie Agreement"); and

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

**WHEREAS**, a copy of the Agreement between the Town and Witt O'Brien's, which adopts the Davie Agreement, and includes additional terms, is attached hereto as Exhibit "A" (hereinafter "Agreement"); and

**WHEREAS,** Witt O'Brien's will not perform any work under the Agreement without a prior written notice to proceed issued by the Town; and

**WHEREAS,** the Town of Southwest Ranches desires to enter into the 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 Witt O'Brien's, LLC based on Town of Davie agreement, for disaster debris monitoring services and financial recovery assistance, as attached hereto as Exhibit "B".

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

**Section 5.** This Resolution shall become effective immediately upon its adoption.


**[Signatures on next page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13<sup>th</sup> day of September, 2021, on a motion by Chm Jablonski and seconded by Chm Kuczenski.

Breitkreuz  
Hartmann  
Allbritton  
Jablonski  
Kuczenski



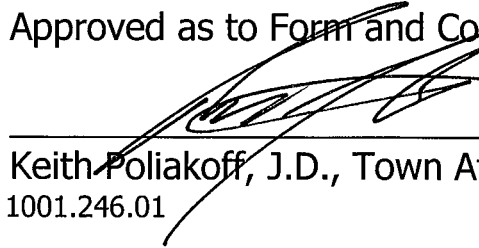
Ayes 5  
Nays 0  
Absent 0

  
\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

  
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
For:  
Keith Poliakoff, J.D., Town Attorney  
1001.246.01

COOPERATIVE AGREEMENT  
BETWEEN THE  
  
TOWN OF SOUTHWEST RANCHES  
AND  
WITT O'BRIEN'S, LLC.

The Town of Southwest Ranches ("Town") on September 13, 2021, pursuant to Resolution No. 2021-085, the Town Council entered into a cooperative agreement with Witt O'Brien's, LLC. ("Contractor") for Disaster Debris Management & Removal Services based upon the Town of Davie Agreement RFP-B-17-58, to include the following terms:

WHEREAS, Town of Southwest Ranches has the need to procure the services of a qualified contractor to provide Monitoring Services of Debris Removal Contracts

WHEREAS, Town of Davie issued a Request for Proposal (RFP) B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance.

WHEREAS, Witt O'Brien's LLC (CONSULTANT) submitted a proposed response to the B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance; and

WHEREAS, after receipt of said proposal from Consultant, the Town of Davie selected and entered into a contract with Consultant to provide Monitor Performance of Debris Removal Contracts; said Contract dated September 6<sup>th</sup> 2017 and attached hereto and made part here of as Exhibit A Agreement No B-17-58 and

WHEREAS, Town of Southwest Ranches has reviewed the scope of services of the competitively awarded B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance Contract and has determined that it is an agreement that can be utilized by the Town of Southwest Ranches to provide Monitoring Services of Debris Removal Contracts

**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. 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.

NOW THEREFORE, the Parties agree to the following:

1. The above recitals are true and correct, are incorporated herein, and made part of this Agreement.
2. Upon request of City, Consultant shall provide City with the services provided in the B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance Contract (RFP B-17-58) for Debris Monitoring Services dated September 6, 2017 (the "Services"), and City shall pay Consultant for the Services in accordance with the rates and the terms and conditions referenced therein.

3. The term of this Agreement shall be from the Effective Date through September 6, 2022 and may be extended by the City with written notice of same provided to Consultant and conditional upon the B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance Contracts dated September 6, 2017 being valid and effective.
4. The Parties agree neither Party shall be liable for, and each Party expressly waives and releases the other Party from, and against, any and all consequential, indirect, special, punitive or exemplary damages.
5. The Parties recognize that City will designate its own contacts for Claim Notice (Section 6.15 Notices of the Monitoring Services of Debris Removal Contracts). Any notice given by either party shall be in writing and shall be given by email with delivery confirmation and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

Town of Southwest Ranches Attn: Andy Berns, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330 PH: 954-434-0008 Email: <a href="mailto:aberns@southwestranches.org">aberns@southwestranches.org</a>	Witt O'Brien's, LLC Attention: Director of Contracts 818 Town & Country Blvd., Suite 200 Houston, TX 77024 Phone: 281-606-4721 Alternate Phone: 202-207-2935 Email: <a href="mailto:contractrequests@wittobriens.com">contractrequests@wittobriens.com</a> with a copy to <a href="mailto:cjoiner@wittobriens.com">cjoiner@wittobriens.com</a>
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For legal notices, a copy shall be provided to:

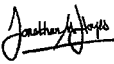
Witt O'Brien's, LLC  
Attention: Legal Counsel  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Email: [blong@ckor.com](mailto:blong@ckor.com) with a copy to [cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

6. All other terms and conditions of the Contract for Monitoring Services of Debris Removal dated September 6, 2017 shall apply to this Agreement between City and Consultant and this Agreement shall be controlling.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

[Signatures on next page]

Authorized Vendor (Print Name) Jonathan Hoyes, Senior Managing Director Tel: 202-817-5802

Authorized Vendor Signature  Date 11/2/2021

Town Authorized Personnel (Print Name) Andy Berns

Town Authorized Personnel (Print Title) Town Administrator

Town Authorized Personnel Signature  Date 11/8/21



**Certificate Of Completion**

Envelope Id: 4F9B1BA549EF4CBB858B13F1BAF995DC

Status: Completed

Subject: Please DocuSign: SWR and Witt O'Brien's - Davie Cooperative Agreement RFP - B-17-58v2.docx

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Contract Requests

AutoNav: Enabled

818 Town & Country Blvd., Suite 200

EnvelopeId Stamping: Enabled

Houston, TX 77024

Time Zone: (UTC-06:00) Central Time (US & Canada)

contractrequests@wittobriens.com

IP Address: 108.71.189.2

**Record Tracking**

Status: Original

Holder: Contract Requests

Location: DocuSign

11/2/2021 10:32:04 AM

contractrequests@wittobriens.com

**Signer Events**

Jonathan Hoyes

jhoyes@wittobriens.com

Senior Managing Director

Witt O'Brien's

Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Uploaded Signature Image  
Using IP Address: 73.244.4.220

**Timestamp**

Sent: 11/2/2021 10:34:05 AM

Viewed: 11/2/2021 10:43:04 AM

Signed: 11/2/2021 10:43:09 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/23/2021 4:23:15 PM

ID: ed494e36-ac6c-4d9a-aec7-2251f26b709d

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

11/2/2021 10:34:05 AM

Certified Delivered

Security Checked

11/2/2021 10:43:04 AM

Signing Complete

Security Checked

11/2/2021 10:43:09 AM

Completed

Security Checked

11/2/2021 10:43:09 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Witt O'Brien's (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Witt O'Brien's:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com)

#### **To advise Witt O'Brien's of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Witt O'Brien's**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Witt O'Brien's**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Witt O'Brien's as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Witt O'Brien's during the course of your relationship with Witt O'Brien's.

**AGREEMENT No. B-17-58  
BETWEEN THE TOWN OF DAVIE  
AND  
WITT O'BRIEN'S, LLC**

**THIS AGREEMENT** is made by and between Witt O'Brien's, LLC a partnership organized and existing under the laws of the District of Columbia, with offices at 1201 15<sup>th</sup> Street, NW, Suite 600 (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-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance**, 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 **June 9, 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 initial Agreement term will be for a period of five (5) years commencing on the date of final execution herein. The Agreement may be extended for an additional five (5) year period upon mutual agreement of the parties.

7. 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 6<sup>th</sup> day of September, 2017.

Witt O'Brien's, LLC

By: [Signature]

(Signature)

Name: Gray Fenton

(Print)

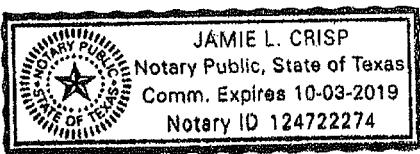
Title: COO

Date: 9/6/17

Attest: [Signature]

Corporate Seal/Notary Public

Corporate Seal/Notary Seal



TOWN OF DAVIE

By: [Signature]

Mayor Judith Paul

Date: 9/6/17

Attest: [Signature]

Evelyn Roig, Town Clerk

Approved as to form and legal sufficiency

[Signature]  
John Rayson, Town Attorney

RFP B-17-58 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE

Exhibit "B"

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

Proposer shall complete all sections of the following price sheet. The hourly rate must include all costs associated with the performance of the contract as a result of this RFP. The pricing below must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials, items and miscellaneous expenses.

**Part A: POSITIONS OR EQUIVALENT – HOURLY RATES**

1. Project Manager	\$65.00 per hour
2. Operations Manager	\$53.50 per hour
3. FEMA Reimbursement Manager	\$98.00 per hour
4. Field Supervisor	\$48.00 per hour
5. Field Monitor	\$34.00 per hour
6. TDMS and Drop-Off Site Monitors	\$34.00 per hour
7. TDMS/Drop-Off Site Security	\$34.00 per hour
8. Data Manager	\$53.50 per hour
9. Data Support Personnel	\$18.00 per hour
10. GIS Specialist	\$50.00 per hour
11. Operations Specialist	\$30.00 per hour
12. Engineer/Scientist/Professional	\$85.00 per hour
13. Environmental Consultant	\$65.00 per hour
14. Environmental Field Technician	\$50.00 per hour
15. Administrative Support	\$27.00 per hour
16. Data Entry Clerk (Paper tickets as back up if needed)	\$27.00 per hour

*Prices continued on following page*

**Part B: AERIAL PHOTOGRAPHS – PRICE PER ITEM**

Item / Description – or equivalent	Price
1. Aerial Photo Package (Five (5) Photos per flight, different locations)	\$230.00
2. Photograph Copy Per Photo (Duplicate of Original Approved Photo)	\$17.25
3. Additional Photographs Per Photo (same flight, same location, different view)	\$17.25
4. Additional Location (One (1) photo, same flight, different location)	\$86.25

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the Town of Davie. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: \_\_\_\_\_

Executed by: \_\_\_\_\_

(Type or print name)

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

Today's Date: \_\_\_\_\_

For (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_



Agreement B-17-58 negotiated language and attached replacement pages as follows:

The Contractor shall indemnify and hold harmless the Town, its officers, employees, agents, and instrumentalities from and against liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, or relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors but only to the extent of its negligence, gross negligence, recklessness, or intentionally wrongful conduct to the statutory limits or to the limits of the required insurances. ~~Neither party~~ Contractor shall not be liable for, and ~~each party~~ the Town expressly waives and releases ~~the other party~~ Contractor from, and against, ~~any and all consequential, indirect, punitive, or special~~ damages.

#### **2.1 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor, to the extent such damage or removal is caused by the negligence of Contractor, and it shall be repaired or replaced in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

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## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop

Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

~~**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.~~

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full

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ees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all scheduled ~~owned, non-owned,~~ and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not

relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

#### 1.49 TOWN WEBSITE

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: [www.davie-fl.gov](http://www.davie-fl.gov)

#### 1.50 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion