

RESOLUTION NO. 2025-060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC AS THE PRIMARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR (DMC) TO PROVIDE EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

WHEREAS, on April 2, 2025, the Town of Southwest Ranches received three (3) responses to its Request for Proposals (RFP) No. 25-10 Disaster Debris Removal and Emergency Logistical Services; and

WHEREAS, in accordance with the RFP, the Town negotiated an agreement to the shortlisted proposers in accordance with the terms of this RFP and the Town's Procurement Code; and

WHEREAS, based upon review of the submittals, the Town Administrator recommends the following award: Bergeron Emergency Services, Inc. as Primary Contractor and DRC Emergency Services, LLC as the Secondary Contractor; and

WHEREAS, the Town desires to enter into an agreement with Bergeron Emergency Services, Inc. in accordance with the requirements of the RFP; and

WHEREAS, the initial term of the contract is anticipated to be three (3) years; and

WHEREAS, the Town Administrator reserves the right to extend the contract for up to two (2) additional two (2) year periods, subject to mutual agreement and satisfactory performance; 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 an agreement with Bergeron Emergency Services, Inc. as the Primary Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical 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 "A", 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]

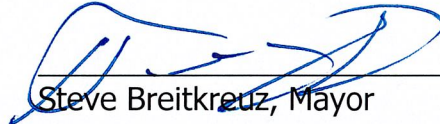
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 12th day of June, 2025 on a motion by

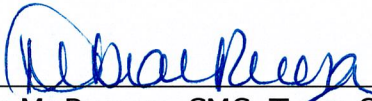
C/m KUCZENSKI and seconded by C/m JABLONSKI.

Breitkreuz	<u>YES</u>
Hartmann	<u>YES</u>
Allbritton	<u>YES</u>
Jablonski	<u>YES</u>
Kuczinski	<u>YES</u>

Ayes	<u>5</u>
Nays	<u>/</u>
Absent	<u>/</u>
Abstaining	<u>/</u>


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

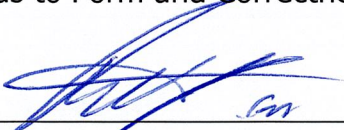

Keith Poliakoff, Town Attorney
1001.051.2025

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Bergeron Emergency Services, Inc.

FOR

**DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL
SERVICES – PRIMARY CONTRACTOR**

RFP NO. 25-10

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

**AGREEMENT FOR
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES –
PRIMARY CONTRACTOR**

RFP NO. 25-10

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this 12th day of June, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and Bergeron Emergency Services, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services (the “Work”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-10 on March 3, 2025; and

WHEREAS, three (3) proposals were received by the Town on April 2, 2025; and

WHEREAS, the Town has adopted Resolution No. 2025- 060 at a public meeting of the Town Council approving the recommended award and has selected Bergeron Emergency Services for award of the Contract as the Primary Contractor; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for Contractor services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

Section 2: Term of this Contract, Contract Time, and Bonds

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES –
PRIMARY CONTRACTOR
RFP NO. 25-10

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The initial term of the contract is anticipated to be three (3) years. The Town Administrator reserves the right to extend the contract for up to two (2) additional two (2)-year periods, subject to mutual agreement and satisfactory performance. The first renewal period shall include an automatic five percent (5%) increase to the contract prices. Pricing for the second renewal period shall remain the same as the pricing in effect at the end of the first renewal period.
- 2.6 Bonds in the Event of Contractor Activation: Contractor shall provide the Town with a Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice to Proceed by Town.

Once activated, the Performance and Payment Bond shall be in force for a period of not less than three (3) months from the date of original execution by the Bond Surety. The Contractor shall be required to extend the Bond upon written direction from the Town Administrator, based on the volume and duration of services to be performed. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of “A-” (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract in accordance with the final negotiated unit prices. The total compensation paid to the Contractor for disaster debris management and logistical services under this contract shall not exceed the ceiling price of \$25,000.00 unless otherwise modified by a formal written amendment approved by the Town. The Contractor shall not be entitled to receive any compensation beyond this ceiling price unless additional services are required and authorized in writing by the Town.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, or at the Contractor's option, once every two (2) weeks, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 Discounts. As applicable, invoices must clearly itemize the product/service description, contract price, and separately reflect any discounts applied. Failure to provide this breakdown may result in delayed payment or invoice rejection.
- 3.6 A monthly payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

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DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury

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liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE:** Contractor shall carry Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Professional Liability/Errors & Omissions Coverage must be afforded for Wrongful Acts in an amount not less than One Million \$1,000,000 each claim and Two Million \$2,000,000 aggregate. Contractor must keep the professional liability/errors and omissions insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the Town, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.
- E. **WATERCRAFT LIABILITY (Protection and Indemnification) (if watercraft is utilized):** Coverage must be afforded in an amount not less than One Million \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired. Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.
- F. **POLLUTION AND REMEDIATION OF LEGAL LIABILITY (Hazardous Materials):** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of

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exposure): Contractors Pollution Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement. Asbestos Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement. Hazardous Waste Transportation Coverage Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number. Disposal Coverage Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

ATTN: Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the

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insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship

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into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt

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or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the

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terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 10 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

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The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

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Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches

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Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Bergeron Emergency Services, Inc.
Ronald M. Bergeron, Jr.
19612 SW 69th Place
Fort Lauderdale, Florida 33332

Section 31: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such

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persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

D. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

E. Materiality and Waiver of Breach. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

F. Joint Preparation. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

G. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

J. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other

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factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

K. No Obligation By Federal Government. 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.

L. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and 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 Southwest Ranches; and
3. 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

M. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and

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warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

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The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

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 (see page 40). 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.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in

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violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Contractor assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

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Contractors shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

S. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

T. DOMESTIC PREFERENCE REQUIREMENTS

In accordance with the Build America, Buy America Act (BABAA) and FEMA's interim policy, the Contractor shall, to the greatest extent practicable and as permitted by law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, manufactured products, and construction materials. All iron and steel products must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. The Contractor is required to include this domestic preference requirement in all subcontracts and purchase orders for work or products under this contract. Compliance with these provisions is mandatory and subject to verification by the Town and relevant federal agencies. Failure to adhere to these requirements may result in remedies as deemed appropriate by the Town, including but not limited to contract termination or suspension.

U. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Contractor is prohibited from using any equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this contract.

V. DHS SEAL, LOGO, AND FLAGS

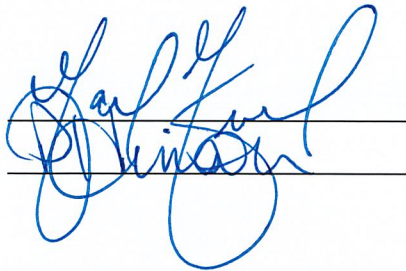
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Bergeron Emergency Services, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12 day of JUNE 2025.

WITNESSES:



**BERGERON EMERGENCY SERVICES,
INC.:**

By: _____

Founder - CEO

Title: _____

1 day of May 2025

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

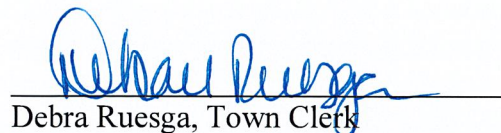
____ day of _____, 2025

By: _____

Russell Muñiz, Town Administrator

12th day of June, 2025

ATTEST:



Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney
1001.231.2025

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PRICE SCHEDULE

Proposers are required to provide the hourly rates, unit prices, and equipment rates requested below for Sections A-D. 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.

CATEGORY 01

Part A: HOURLY RATES

1.	Project Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
2.	Operations Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
3.	Crew Foreman	\$ <u>85.00</u> per hour
4.	Skilled Sawman w/Chainsaw & Gear	\$ <u>70.00</u> per hour
5.	Tree Climber w/Chainsaw & Gear	\$ <u>70.00</u> per hour
6.	Laborer w/Chainsaw	\$ <u>65.00</u> per hour
7.	Laborer w/Small Tools/Traffic Control/Flagperson	\$ <u>65.00</u> per hour
8.	Administrative Staff	\$ <u>65.00</u> per hour

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard

1A	\$ <u>8.95</u>	(0-15 miles)
1B	\$ <u>9.95</u>	(15.01-30 miles)
1C	\$ <u>9.95</u>	(30.01-45 miles)
1D	\$ <u>9.95</u>	(45.01+ miles)

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	\$ <u>11.95</u>	(0-15 miles)
2B	\$ <u>12.95</u>	(15.01-30 miles)
2C	\$ <u>14.95</u>	(30.01-45 miles)
2D	\$ <u>17.95</u>	(45.01+ miles)

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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- | | |
|--|-------------------------------------|
| | 3A \$ <u>17.95</u> (0-15 miles) |
| | 3B \$ <u>18.95</u> (15.01-30 miles) |
| | 3C \$ <u>20.95</u> (30.01-45 miles) |
| | 3D \$ <u>23.95</u> (45.01+ miles) |
| | |
| 4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard | \$ <u>1.50</u> |
| 5. Debris Reduction by Chipping/Grinding per Cubic Yard | \$ <u>5.50</u> |
| 6. White Goods Collection & Recycling | \$ <u>75.00</u> |
| 7. Freon Management and Recycling Per Unit | \$ <u>45.00</u> |
| 8. Animal Carcass Collection, Hauling, and Final Disposal per Pound | \$ <u>4.00</u> |
| 9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard | |
| | 8A \$ <u>7.00</u> (0-15 miles) |
| | 8B \$ <u>9.00</u> (15.01-30 miles) |
| | 8C \$ <u>12.00</u> (30.01-45 miles) |
| | 8D \$ <u>17.00</u> (45.01+ miles) |
| 10. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound | <u>\$90.00</u> <i>OK</i> |
| 11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site: | |
| A. 24 inch to 35.99 inch diameter Each | \$ <u>400.00</u> |
| B. 36 inch to 47.99 inch diameter Each | \$ <u>550.00</u> |
| C. 48 inch and larger diameter Each | \$ <u>650.00</u> |
| 12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream: | |
| A. 6 inch to 23.99 inch diameter Each | \$ <u>245.00</u> |
| B. 24 inch to 35.99 inch diameter Each | \$ <u>375.00</u> |
| C. 36 inch to 47.99 inch diameter Each | \$ <u>525.00</u> |
| D. 48 inch and larger diameter Each | \$ <u>700.00</u> |
| 13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: | \$ <u>110.00</u> |
| 14. Cleaning of Catch Basins (Includes disposal) Each | \$ <u>225.00</u> |
| 15. Cleaning of Drainage Pipes Linear Feet | \$ <u>25.00</u> |
| 16. Sodding per Square Foot | \$ <u>1.50</u> |
| 17. Add Fill Dirt per Cubic Yard | \$ <u>25.00</u> |
| 18. Sewer, culvert cleaning, including transportation and disposal – PER LF | \$ <u>30.00</u> |

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19. Debris removal from lakes and canals – PER CY	\$ <u>65.00</u>
20. Restoration of canal banks and slopes – PER LF	\$ <u>30.00</u>
21. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE ON LAND	\$ <u>500.00</u>
22. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE IN WATERWAY	\$ <u>2000.00</u>
23. Removal of boats including towing, processing and disposal – PER LF OF VESSEL ON LAND	\$ <u>250.00</u>
24. Removal of boats including towing, processing and disposal – PER LF OF VESSEL IN WATERWAY	\$ <u>390.00</u>

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ <u>250.00</u>
2. JD 644 Wheel Loader with debris grapple	\$ <u>250.00</u>
3. Extendaboom Forklift with debris grapple	\$ <u>250.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ <u>225.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	\$ <u>225.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	\$ <u>145.00</u>
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ <u>250.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>250.00</u>
9. JD 648E Log Skidder, or equivalent	\$ <u>250.00</u>
10. CAT D4 Dozer	\$ <u>175.00</u>
11. CAT D5 Dozer	\$ <u>245.00</u>
12. CAT D6 Dozer	\$ <u>285.00</u>
13. CAT D7 Dozer	\$ <u>375.00</u>
14. CAT D8 Dozer	\$ <u>450.00</u>
15. CAT 125 – 140 HP Motor Grader	\$ <u>225.00</u>
16. JD 690 Trackhoe with debris grapple	\$ <u>250.00</u>
17. JD 690 Trackhoe with bucket & thumb	\$ <u>250.00</u>

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18.	Hand-Fed Debris Chipper	\$ 125.00
19.	300 – 400 HP Horizontal Grinder	\$ 650.00
20.	800 – 1,000 HP Horizontal Grinder	\$ 850.00
21.	30 Ton Crane	\$ 250.00
22.	50 Ton Crane	\$ 350.00
23.	100 Ton Crane (8 hour minimum)	\$ 550.00
24.	40 – 60' Bucket Truck	\$ 250.00
25.	Greater Than 60' Bucket Truck	\$ 250.00
26.	Fuel / Service Truck	\$ 125.00
27.	Water Truck	\$ 125.00
28.	Portable Light Plant	\$ 45.00
29.	Lowboy Trailer with Tractor	\$ 200.00
30.	Flatbed Truck	\$ 55.00
31.	Pick-up Truck (unmanned)	\$ 55.00
32.	Self-Loading Dump Truck with debris grapple	\$ 250.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 155.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 155.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 155.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 155.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 155.00
38.	Temporary Office Trailer DAILY RATE	\$ 500.00

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ 650.00	\$ 3250.00
2. 15 KW Generator	\$ 850.00	\$ 4250.00

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3. 25 KW Generator	\$ 850.00	\$ 4250.00
4. 50 KW Generator	\$ 1250.00	\$ 6250.00
5. 75 KW Generator	\$ 1800.00	\$ 9000.00
6. 100 KW Generator	\$ 2500.00	\$ 10000.00
7. 175 KW Generator	\$ 3500.00	\$ 14000.00
8. 250 KW Generator	\$ 5800.00	\$ 23200.00
9. 300 KW Generator	\$ 6800.00	\$ 27200.00
10. 350 KW Generator	\$ 8500.00	\$ 34000.00
11. 500 KW Generator	\$ 9000.00	\$ 36000.00
12. 750 KW Generator	\$ 9000.00	\$ 36000.00
13. 800 KW Generator	\$ 9000.00	\$ 36000.00
14. 1000 KW Generator	\$ 10000.00	\$ 40000.00
15. 1250 KW Generator	\$ 10000.00	\$ 40000.00
16. 1500 KW Generator	\$ 12000.00	\$ 48000.00
17. 1750 KW Generator	\$ 15000.00	\$ 60000.00
18. Tails	\$ 350.00	\$ 2450.00
19. Cables (400 amp) 50 ft	\$ 350.00	\$ 2450.00

CATEGORY 02

INITIAL HERE TO CONFIRM THAT PROPOSER HAS INCLUDED LOGISTICAL SERVICES MENU AT UNIT PRICES (REFERENCE ATTACHMENT): RB

Notes:

- Unit prices prevail. Any discrepancy between the unit and extension price, the unit price prevails.
- Rates for Additional professional Services. If it should become necessary for the Town of Southwest Ranches to request the Contractor to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town

Town of Southwest Ranches, Florida
RFP NO. 25-10 - Additional Services Requested Pricing
Contractor: Bergeron Emergency Services

Service Description	Per Unit Rate	Weekly Rental Rate	Monthly Rental Rate
Satellite Internet Starlink Communications, Modem, Wireless Router Includes 5 standard size units and 3 minis with unlimited usage with setup		\$ 12,500.00	\$ 29,250.00
Temporary Sanitary Facilities, 40 persons/per day with setup and servicing		\$ 27,500.00	\$ 67,750.00
One 4 stall ADA Restroom Trailer with setup and servicing		\$ 18,200.00	\$ 45,500.00
One 8 stall ADA Restroom Trailer with setup and servicing		\$ 20,100.00	\$ 50,250.00
Reefer/Refrigerated Containers, per 50' trailer		\$ 14,500.00	\$ 39,250.00
Potable Water Truck & Drinking Water			
Bottle Water - 24 pack case by the pallet	\$ 12.50	\$ 14,500.00	\$ 39,250.00
Mobile Fleet Repair Facilities/Assistance Includes mobile fleet repair truck, tools, mini crane, mechanic, all hours available		\$ 28,000.00	\$ 120,400.00
Temporary Signage & Traffic Control Includes 100 28" Cones and 100 barricades with MOT supervisor setup and management.		\$ 19,800.00	\$ 53,460.00
Canteen, Tents & Furnishings, 40 persons per meal x 3 meals per day		\$ 117,500.00	\$ 400,750.00
Food Provision, per meal - Hot Meal	\$ 67.50		
Food Provision, per meal - Cold Meal	\$ 67.50		
Food Provision, per meal - MRE	\$ 51.00		
Portable Lighting per four light plants Diesel powered, 6KW Generator, 120/240V, extends up to 30' in height		\$ 16,500.00	\$ 47,490.00
Building Remediation Labor per man hour	\$ 95.00		
Ice Per 10 pound bag in pallet quantity	\$ 12.50		
Air Conditioned Tent for 40 persons		\$ 64,400.00	\$ 187,200.00

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