



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 13, 2021

Southwest Ranches Council Chambers
7:30 PM Monday

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor Steve Breitkreuz	Town Council Jim Allbritton Gary Jablonski David Kuczenski	Town Administrator Andrew D. Berns, MPA	Town Attorney Keith M. Poliakoff, J.D.
Vice Mayor Bob Hartmann		Town Financial Administrator Martin Sherwood, CPA CGFO	Assistant Town Administrator/Town Clerk Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. 5353 Hancock Road Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. **{TABLED FROM JULY 29, 2021 MEETING}**

4. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Ordinance - 2nd Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR**

AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3) {Approved on First Reading - January 28, 2021}(TABLED FROM JULY 29, 2021 MEETING) {STAFF REQUESTING A TABLING TO SEPTEMBER 23, 2021}

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A PERMANENT RESIDENCY REQUIREMENT TO BE APPOINTED TO SERVE AS A VOTING MEMBER ON A TOWN BOARD; CREATING SECTION 2-95 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "PERMANENT RESIDENCY REQUIREMENT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Approved on First Reading - August 26, 2021}**

Ordinance - 1st Reading

- 11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS" TO REGULATE THE LOCATION OF NEW BUSINESSES ENGAGED IN COMMERCIAL RETAIL SALES OF PLANTS ON PLOTS AND PORTIONS OF PLOTS THAT ARE NOT FARMS (NO AGRICULTURAL PROPERTY TAX CLASSIFICATION) AND TO PROVIDE FOR NONCONFORMING USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading - September 23, 2021}**
- 12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," 045-030, "GENERAL PROVISIONS" BY CREATING SUBSECTION (X) TO PROHIBIT THE CONVERSION OF A SINGLE-FAMILY DWELLING FOR NONRESIDENTIAL USE WITHOUT FIRST OBTAINING A SPECIAL EXCEPTION USE PERMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading - September 23, 2021}**

Resolutions

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGYBACKING ONTO THE PROCURED AGREEMENT BETWEEN BERGERON EMERGENCY SERVICES, INC. AND THE TOWN OF DAVIE TO PROVIDE DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PIGGYBACKING ONTO THE PROCURED AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA AND WITT O'BRIEN'S, LLC FOR DISASTER, DEBRIS**

**MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE;
WAIVING ANY AND ALL PROCUREMENT CODE REQUIREMENTS THAT
MAY BE IN CONFLICT; AUTHORIZING THE MAYOR, TOWN
ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO THE
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

15. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/13/2021
SUBJECT: 5353 Hancock Road Waiver of Plat

Recommendation

Staff recommends approval subject to demolition of all existing structures within 50 feet of the proposed lot line.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests a Waiver of Plat to subdivide the 4.81 acres into two parcels of 2.0 net acres in area for the north lot and 2.81 net acres in area for the south lot. The area of the proposed south lot reflects a 10-foot strip the Petitioner deeded to the abutting property owner pursuant to his request. Please refer to the staff memorandum for details.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/27/2021	Resolution
Staff report	8/27/2021	Executive Summary
North Lot Legal Description	6/25/2021	Backup Material
WP Boundary Survey	9/3/2021	Backup Material
North Lot Sketch	6/25/2021	Backup Material
South Lot Sketch and Legal Description	8/24/2021	Backup Material
Mail Radius Map	9/3/2021	Backup Material
Mail Notice Mailing List	6/25/2021	Backup Material

RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.81 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.0 AND 2.81 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

WHEREAS, at a duly noticed public hearing held on September 13, 2021, the Town Council reviewed Waiver of Plat Application No. WP-32-21 by 5353 Hancock Road, LLC ("Petitioner") to subdivide 4.81 gross acres into two lots of 2.0 and 2.81 net acres; and

WHEREAS, the proposed subdivision will comply with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC, subject to the conditions of approval set forth herein.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, at a duly noticed public hearing held on September 23, 2021, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-32-21 to subdivide the property described in Exhibit "A" attached hereto and made a part hereof, into two parcels described and depicted in Exhibit "B" attached hereto and made a part hereof, subject to the following condition prior to the recordation of this Resolution:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of this Resolution.

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This approval shall expire 180 days from the date of approval if this Resolution is not first recorded in the Public Records of Broward County, Florida.

Section 5. This Resolution shall become effective upon its recordation.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____ 2021, on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

(Signatures are on the following page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
#100024.001

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Exhibit "A"

Parent Tract Legal Description

THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

TOGETHER WITH THE NORTH 31.14 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34 (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

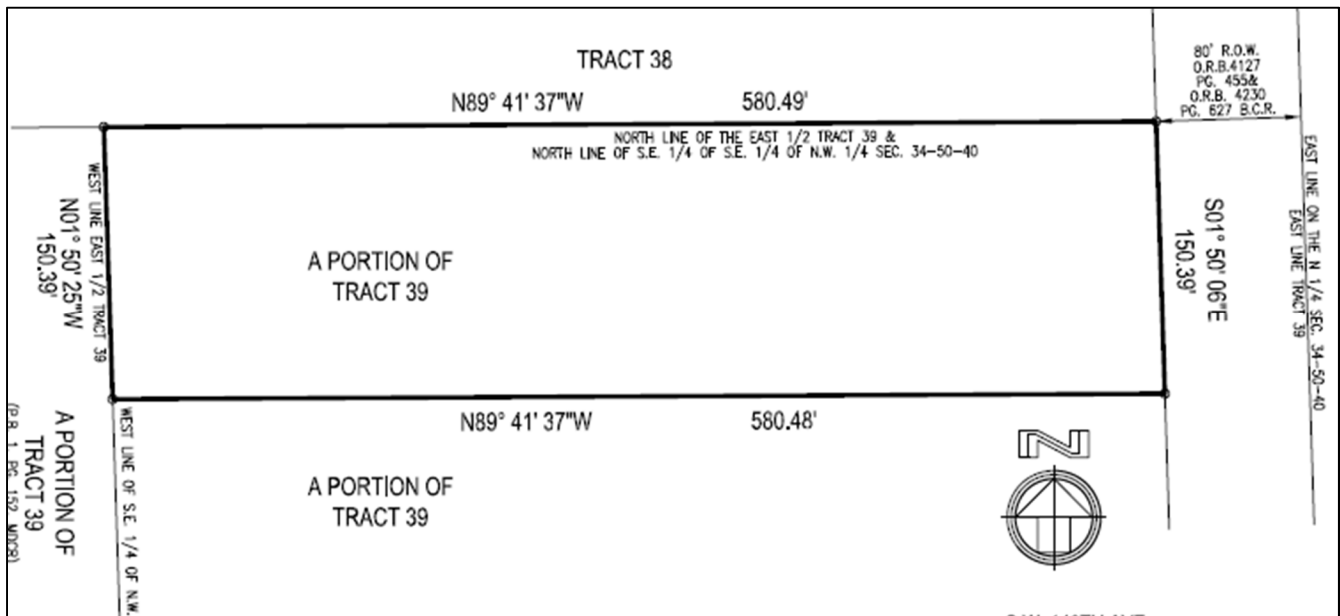
SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 209,620 SQUARE FEET AND/OR 4.812 ACRES, MORE OR LESS.

Exhibit "B"

Legal description of Subdivided Lots

NORTH PARCEL

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.



A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THIS SURVEY MAP

A PORTION OF TRACT 39

S.W. 142 ND AVE.

80' R.O.N.
O.R.B.#127
PG. 4556
O.R.B.#4330
PG. 627 E.C.R.

33
34
35
36
37
38
39
40

N89° 41' 37"E 580.48'

A PORTION OF TRACT 39

N01° 50' 25"W 210.85'

A PORTION OF TRACT 39

A PORTION OF TRACT 40

SOUTH LINE OF THE EAST 1/2 TRACT 39 &
SOUTH LINE OF N. 1/2 OF S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40

NORTH LINE OF THE EAST 1/2 TRACT 40 & THE NORTH LINE OF THE SOUTH 1/2 OF
S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40

S89° 41' 46"W 580.46'

A PORTION OF TRACT 40

WEST LINE OF THE EAST 1/2 TRACT 40

WEST LINE OF THE EAST 1/2 TRACT 39

WEST LINE OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40

WEST LINE EAST 1/2 TRACT 39

210.85'

A PORTION OF TRACT 39

A PORTION OF TRACT 40

210.87'

S01° 50' 06"E

N

0-40

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

September 13, 2021

SUBJECT: Waiver of Plat Application WP-32-21

LOCATION: 5353 Hancock Road; located on the west side of Hancock Road approximately 1,600 feet south of East Palomino Drive.

**OWNER/
PETITIONER:** 5353 Hancock Road, LLC; developer: Hart Homes

AGENT: Kimley-Horn & Associates, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches

ZONING: RR, Rural Ranches District

PUBLIC NOTICE: Legal notice in newspaper and mail notice within 1,500-foot radius

EXHIBITS: Staff Report, boundary survey, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide the 4.81-acre subject property ("Property") into two parcels of 2.81 net acres (the "North Lot") and 2.0 net acres ("the South Lot"). The Property is zoned RR, which requires 2.5 gross or 2.0 net acres a lot area and 125 feet of lot width. Each proposed lot satisfies the minimum lot area and width requirements.

Following public notice of the pending application, the owner of the neighboring property to the south, Mark Stevens, contacted the Town in an attempt to enforce an unrecorded agreement dating to 2003, when Mr. Stevens owned both the subject property and the abutting property he currently owns. Mr. Stevens claimed that the agreement required the owner of the subject property to deed back a strip of land to Mr. Stevens once the subject property was being readied for subdivision and development. The Petitioner immediately agreed to deed a 10-foot strip of land to Mr. Stevens, eliminating the jog in the southern property line. The hearing for this application was deferred twice in order to allow time for the transaction to occur, and for the Petitioner to revise the survey, sketches and legal descriptions to reflect the new property line.

The several barns, farm buildings and house that occupy the southwest quarter of the Property (proposed South Lot) will be demolished. The remainder of the Property is largely undeveloped. Given the planned demolition of existing improvements, the proposed subdivision would not create

any nonconformities. Both parcels would have sufficient area to re-establish incidental equestrian or other agricultural use.

Both proposed parcels would obtain access directly from Hancock Road. No additional right-of-way is required for Hancock Road at this location. Letters of no objection are on file from all applicable utilities, including Central Broward Water Control District.

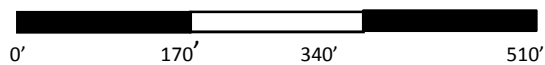
RECOMMENDATION

Staff recommends approval of Application No. WP-32-21, subject to the following conditions:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of the Resolution effectuating approval of this Application.

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-32-21 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

WAIVER OF PLAT APPLICATION NO. WP-32-21
LOCATION MAP AND AERIAL



Graphic Scale



CAULFIELD & WHEELER, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 3591
Civil engineering - Landscape Architecture - Surveying
7900 Glades Road, Suite 100-Boca Raton, Florida 33434
Office (561)392-1991 Fax (561)750-1452

EXHIBIT "A" NORTH LOT

LEGAL DESCRIPTION

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CAULFIELD & WHEELER, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE RELATIVE TO THE STONER-KEITH RESURVEY NO. 2 AS RECORDED IN MISC. P.B. 5 PG. 21 B.C.R. AND ARE BASED ON THE EAST LINE OF THE N.W. 1/4 SECTION 24-50-40.
4. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
5. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
6. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
7. THIS IS NOT A SURVEY.

ABBREVIATIONS

A	= ARC LENGTH	F.P.L.	= FLORIDA POWER & LIGHT CO.	O.S.T.	= OPEN SPACE TRACT
A/C	= AIR CONDITIONER SLAB	FND.	= FOUND	P.B.	= PLAT BOOK
ADJ	= ADJACENT	GAR.	= GARAGE	P.B.C.R.	= PALM BEACH COUNTY RECORDS
B.D.I.C.	= BRASS DISC IN CONCRETE	H.C.	= HANDICAPPED	P.S.U.E.	= PORT ST. LUCIE UTILITY EASEMENT
(C)	= CALCULATED	I/R & C.	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING
C.A.T.V.	= CABLE JUNCTION BOX	I/R	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
C.B.	= CHORD BEARING	L.A.E.	= LIMITED ACCESS EASEMENT	P.R.M.	= PERMANENT REFERENCE MONUMENT
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.E.	= LANDSCAPE EASEMENT	PROP.	= PROPOSED
C.L.F.	= CHAIN LINK FENCE	L.M.A.E.	= LAKE MAINTENANCE ACCESS EASEMENT	P.U.E.	= PRIVATE UTILITY EASEMENT
C.M.E.	= CANAL MAINTENANCE EASEMENT	L.M.E.	= LAKE MAINTENANCE EASEMENT	PVMT.	= PAVEMENT
CH.	= CHORD	L.S.E.	= LIFT STATION EASEMENT	R	= RADIUS
CONC.	= CONCRETE	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT	R.E.E.	= ROOF ENCROACHMENT EASEMENT
D	= DELTA (CENTRAL ANGLE)	(M)	= MEASURED	R/W	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SF	= SQUARE FOOTAGE
E.O.P.	= EDGE OF PAVEMENT	N.T.S.	= NOT TO SCALE	S/W	= SIDEWALK
E.O.W.	= EDGE OF WATER	N/D	= NAIL AND DISK	STY.	= STORY
EL.	= ELEVATION	N/T	= NAIL AND TAB	T.O.B.	= TOP OF BANK
F.F.	= FINISHED FLOOR	O.R.B.	= OFFICIAL RECORD BOOK	U.E.	= UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY AT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

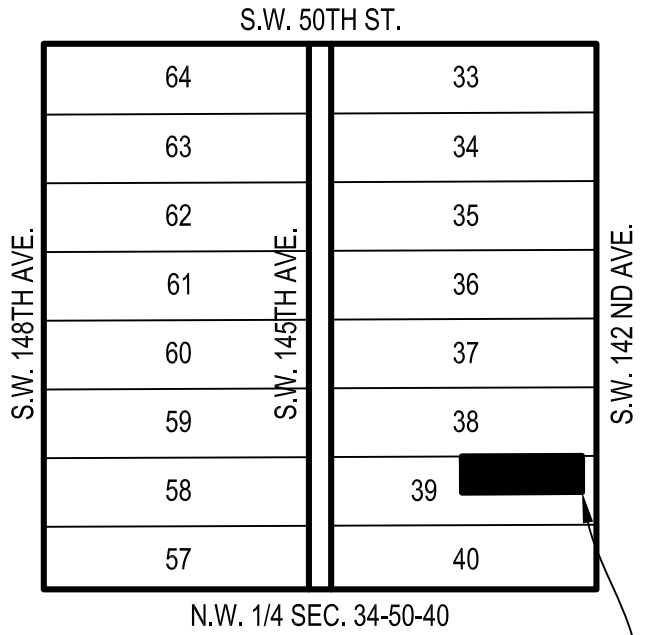
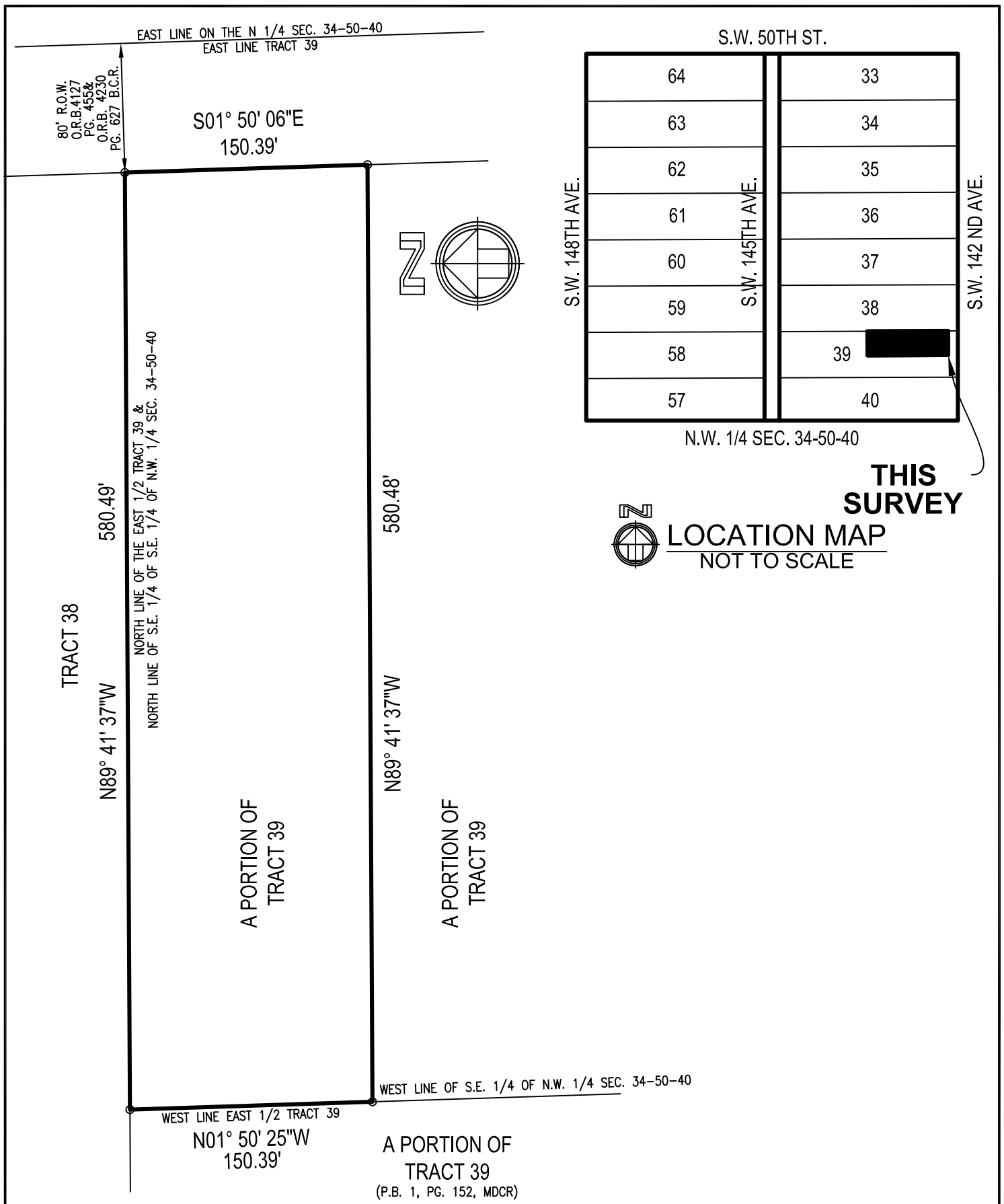
DATE OF LAST FIELD WORK: N/A

THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

JOB NO.: 8347-H

DATE: 04-29-2021

SHEET 1 OF 2 SHEETS



THIS SURVEY
 **LOCATION MAP**
 NOT TO SCALE

EXHIBIT "A" - NORTH LOT	04-29-2021	ER	SMP
REVISIONS	DATE	BY	CK'D
JOB NO. 9119	DWG. BY: ER		
THE EVERGLADES SUGAR & LAND CO. PARCEL 5040 34 01 0391	CH'D BY: SMP		
		SCALE:	1"=80'
		DATE:	SHEET 1 OF 1 SHEET



CAULFIELD & WHEELER, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 3591
Civil engineering - Landscape Architecture - Surveying
7900 Glades Road, Suite 100-Boca Raton, Florida 33434
Office (561)392-1991 Fax (561)750-1452

EXHIBIT "B" SOUTH LOT

LEGAL DESCRIPTION

A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

TOGETHER WITH THE NORTH 31.14 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34 (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 122,354 SQUARE FEET AND/OR 2.809 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CAULFIELD & WHEELER, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE RELATIVE TO THE STONER-KEITH RESURVEY NO. 2 AS RECORDED IN MISC. P.B. 5 PG. 21 B.C.R. AND ARE BASED ON THE EAST LINE OF THE N.W. 1/4 SECTION 24-50-40.
4. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
5. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
6. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
7. THIS IS NOT A SURVEY.

ABBREVIATIONS

A	= ARC LENGTH	F.P.L.	= FLORIDA POWER & LIGHT CO.	O.S.T.	= OPEN SPACE TRACT
A/C	= AIR CONDITIONER SLAB	FND.	= FOUND	P.B.	= PLAT BOOK
ADJ.	= ADJACENT	GAR.	= GARAGE	P.B.C.R.	= PALM BEACH COUNTY RECORDS
B.D.I.C.	= BRASS DISC IN CONCRETE	H.C.	= HANDICAPPED	P.S.U.E.	= PORT ST. LUCIE UTILITY EASEMENT
(C)	= CALCULATED	I/R & C.	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING
C.A.T.V.	= CABLE JUNCTION BOX	I/R	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
C.B.	= CHORD BEARING	L.A.E.	= LIMITED ACCESS EASEMENT	P.R.M.	= PERMANENT REFERENCE MONUMENT
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.E.	= LANDSCAPE EASEMENT	PROP.	= PROPOSED
C.L.F.	= CHAIN LINK FENCE	L.M.A.E.	= LAKE MAINTENANCE ACCESS EASEMENT	P.U.E.	= PRIVATE UTILITY EASEMENT
C.M.E.	= CANAL MAINTENANCE EASEMENT	L.M.E.	= LAKE MAINTENANCE EASEMENT	P.V.M.T.	= PAVEMENT
CH.	= CHORD	L.S.E.	= LIFT STATION EASEMENT	R	= RADIUS
CONC.	= CONCRETE	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT	R.E.E.	= ROOF ENCROACHMENT EASEMENT
D	= DELTA (CENTRAL ANGLE)	(M)	= MEASURED	R/W	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SF	= SQUARE FOOTAGE
E.O.P.	= EDGE OF PAVEMENT	N.T.S.	= NOT TO SCALE	S/W	= SIDEWALK
E.O.W.	= EDGE OF WATER	ND	= NAIL AND DISK	STY	= STORY
EL.	= ELEVATION	NT	= NAIL AND TAB	T.O.B.	= TOP OF BANK
F.F.	= FINISHED FLOOR	O.R.B.	= OFFICIAL RECORD BOOK	U.E.	= UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY AT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

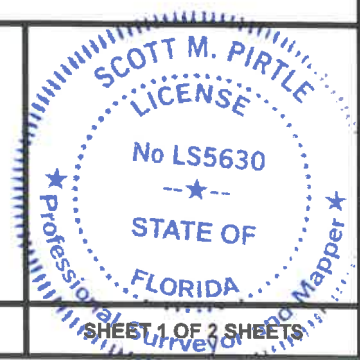
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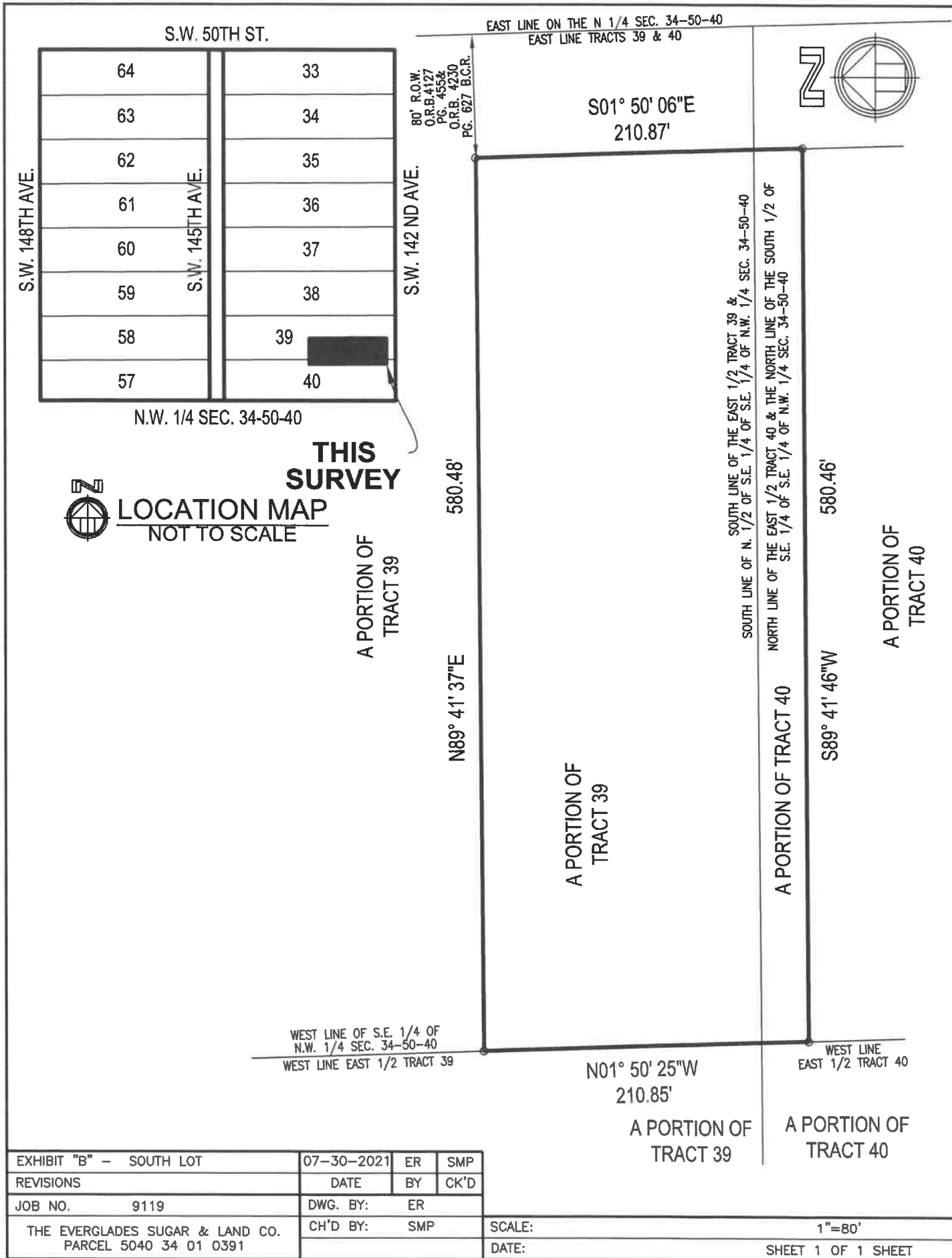
THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

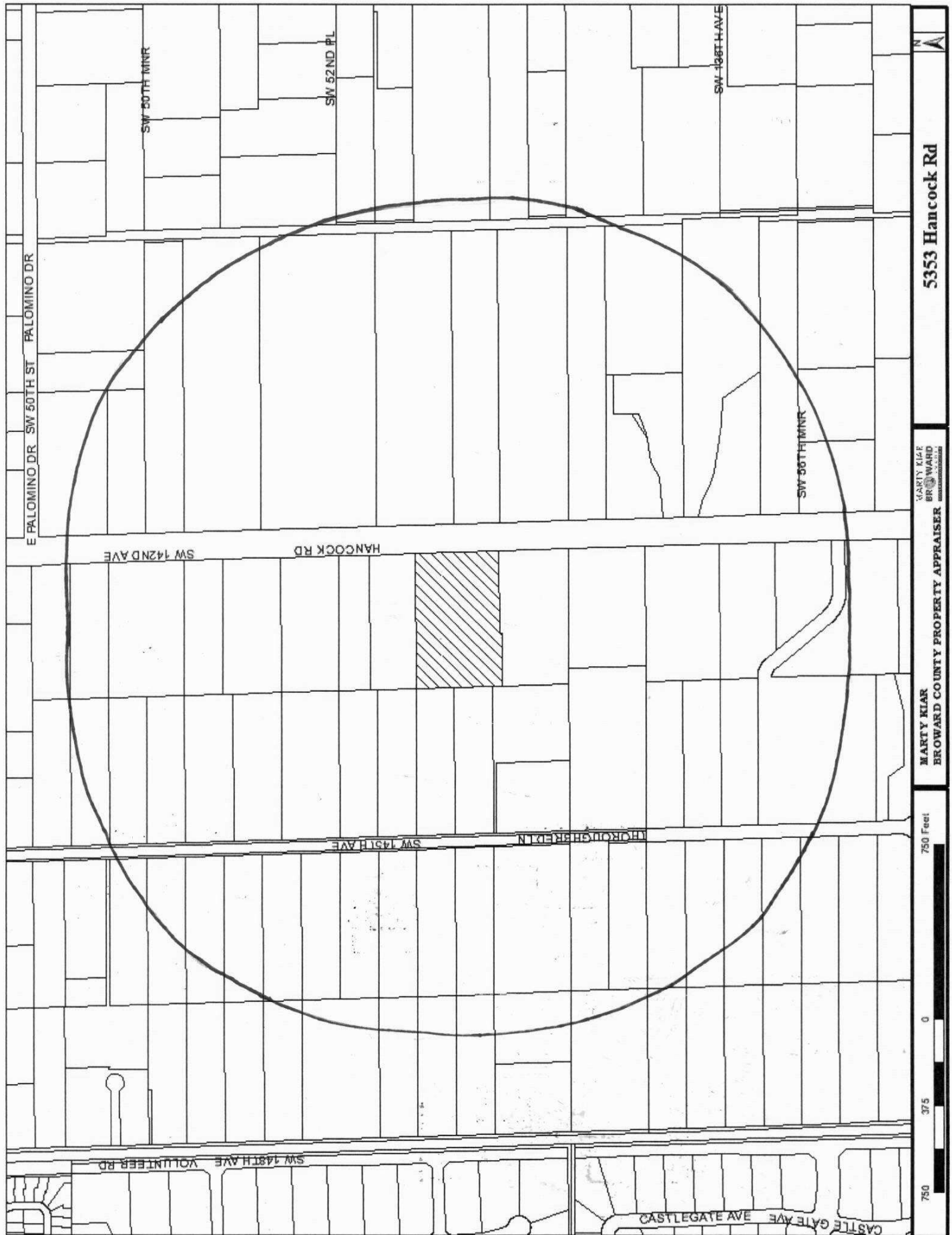
JOB NO.: 9119

DATE: 07-30-2021

SHEET 1 OF 2 SHEETS







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FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504034000020	SAYRE,LILY ALILY A SAYRE REV TR	5101 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2404		EVERGLADE SUGAR & LAND CO SUB1-152 D D 34-50-40N1/2 OF E1/2 OF TR 62 OF SAIDSEC 34, LESS E 10
504034000030	NORTH,CY	5121 THOROUGHNBRED LN	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF E1/2 OF TR 62, LESS E 10
504034000040	YAP,KETFFER EUGENE H/EYAP,AGNES BERNADETTE H/E	5140 SW VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2415		34-50-40THAT PART OF NW1/4 F/P/A W1/2OF S1/2 OF TRACT 61 EVERGLADESUGAR & LAND CO SUB 1-152 DLESS RW
504034000041	HERRERIA,ELDITAELDITA HERRERIA REV LIV TR	5161 THOROUGHNBRED LANE	SOUTHWEST RANCHE FL	33330	2404		34-50-40THAT PART OF NW1/4 F/P/A E1/2OF S1/2,LESS E 10,OF TRACT 61EVERGLADES SUGAR & LAND CO SUB1-152 D
504034000060	FINK,HOWARD HUNGER-FINK,NANCY ANN	5200 THOROUGHNBRED LN	SOUTHWEST RANCHE FL	33330			34-50-40THAT PT OF NW1/4 F/P/A TR 37W1/2,LESS N1/2 OF N1/2 & LESSW 10 EVERGLADES SUGAR & LAND COSUB PB 1 PG 152 DGR
504034000080	MACKINTOSH,ROGER W II & NADINE	5151 THOROUGHNBRED LANE	SOUTHWEST RANCHE FL	33330	2404		34-50-40THAT PT OF NW1/4 F/P/A TR 61N1/2 OF E1/2,LESS E 10,EVERGLADESUGAR & LAND CO SUB 1-152 D
504034010050	COHN,MICHAELCOHN,BETH	13911 SW 52ND PL	SOUTHWEST RANCHE FL	33330	2500		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 4 W 330 OF S1/2 & TR 5 W 330
504034010059	THOMAS,JANET E & ROBERT L	5261 SW 136 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 6 W 660 OF N1/2 LESS THAT PTLYING WITHIN 30 FT OF E1/2 OF E1/2 OF SEC,AS DESCIN OR 6769/422
504034010070	BAEZ,MANUEL & REBECCA	5335 SW 136 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 7 LESS RD
504034010080	MPC FAMILY HOLDINGS LLLP	16400 NW 59 AVE#FL2	HIALEAH FL	33014			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 8 N1/2,LESS RD
504034010082	HOFFMAN,LANCE J & LINDA	5431 SW 136 AVE	SOUTHWEST RANCHE FL	33330	2517		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 8 W1/2 OF S1/2 & S 15 OF E 1/2 OF S 1/2 OF TR 8
504034010090	DITZIAN,CAROLYN	5501 SW 136 AVE	SOUTHWEST RANCHE FL	33330	3034		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 9 LESS S 50 OF E1/2 OF SAIDTR 9,LESS W 20 FOR RD LESS E 60FOR RD
504034010190	DALFONSO,DANELL COUTLAW,MICHAEL	5648 SW 142 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 W1/2 LESS E 310.10 & LESS RD
504034010191	GLOMB,ANDREW M	14130 SW 56 MNR	SOUTHWEST RANCHE FL	33330	3015		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 E 310.10 OF W1/2
504034010210	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 N1/2 & TRACT 23 S1/2 LESSPT DESC AS:COMM AT NE COR TR 22,S 165.09,W 666.71 TO POB, W613.91, N ALG E/L OF RW 266.52,SE 68.39, SE 71.82, SE 64.09,SE 208.87, E 112.61, SE 196.12TO POB
504034010211	5560 HANCOCK LLC	2532 SAFFIRE WAY	LEWISVILLE TX	75056			EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 S1/2 LESS RD
504034010212	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE FL	33330			EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR N1/2 TR 22 & S1/2 TR 23 OFSAID PLAT DESC AS: COMM AT NECOR TR 22, S 165.09, W 666.71 TOPOB, W 613.91, N ALG E/L OF RW266.52, SE 68.39, SE 71.82, SE64.09, SE 208.87, E 112.61, SE196.12 TO POB

504034010230	AMBER FINKEL TRFINKEL,AMBER TRS	3021 SW 116 AVE	DAVIE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 23 W1/2 OF N1/2 LESS RD,24W1/2 OF S1/2 LESS RD & LESS PORDESC AS COMM AT NW COR TR 24,S165.15 TO POB, E 492,S 140,SW94,SW 122,SW 74,32 S 177.81,W40,N 245.06 TO POB & LESS N 30OF S1/2 OF W1/2 TR 24,LESS W 492
504034010231	L & M PROPERTY FL LLC	10400 W STATE ROAD 84 #112	DAVIE	FL	33324	EVERGLADE SUGAR & LAND COSUB 1-152 D 34-50-40TR 23 E1/2 OF N1/2 LESS RD,24 E1/2 OF S1/2 LESS RD
504034010240	ENGSTROM,KIRK E H/EENGSTROM,MARY JO	5450 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 24 N1/2 LESS RD
504034010250	FIocco,DONNA LYNNE	3160 HUNTER RD	WESTON	FL	33331	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 25 LESS N 33 & LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010251	EICHEL,JEFFREY S & LANA D	5330 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 25 N 33 LESS W 40 FORRD & LESS E 20 FOR RD &TRACT 26 S1/2 LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010260	5300 HANCOCK LAND TRJACOBS,ERIC A TRS	1691 MICHIGAN AVE STE 360	MIAMI BEACH	FL	33139	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40N1/2 OF TR 26 & S1/2 OF TR 27,LESS W 40 FT & LESS E 20 FT FORRD
504034010270	SESSA,JUDITH KJUDITH K SESSA REV TR	5200 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 27 N1/2 LESS RD,28LESS RD
504034010290	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD STE 301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 29 LESS RD
504034010300	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD #301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 S1/2,LESS RD
504034010301	CAPARROS,MARTIN H & PATRICIA M	13950 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 N1/2 OF E3/4 OF E1/2 TR 31E1/2 OF W1/2 OF E1/2 & TR 31E1/2 OF E1/2 LESS RD
504034010302	INTER MACHINERY INC	8527 PINES BLVD #202	PEMBROKE PINES	FL	33024	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 W1/2 OF N1/2 LESS RD
504034010310	KAELBER,JOHN H	14130 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 31 LESS E 660 & LESS RDS
504034010311	REYNOLDS,BRIAN L & CHERE SREYNOLDS FAM REV LIV TR	14000 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 W1/2 OF W1/2 OF E1/2 OFN1/2 & TR 31 W1/2 OF W1/2OF E1/2 LESS RD
504034010340	WILSON,QUINCE & ELAINEANDERSON,F & CHUNG,NICOLA	5000 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	2403	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF W1/2 LESS W 10
504034010341	LEVINE,GLEN	5051 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF E1/2 LESS RD
504034010342	VEZINA,LEO R & YVETTE L	5011 SW 142 AVE	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF E1/2
504034010343	COX,FRED D & KATHRYN	4940 THOROUGHBRED LANE	SOUTHWEST RANCHE	FL	2401	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF W1/2 LESS W 10
504034010350	KAPIT,JASON A & MINDY L	5060 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 35 N1/2 LESS E1/2 & LESSW 10
504034010351	MIRANDA,VICKY L & ERIC I	5081 HANCOCK ROAD	FORT LAUDERDALE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 35-50-40TRACT 35 E1/2 LESS RD
504034010352	SW RANCHES HOLDINGS LLC	10167 W SUNRISE BLVD STE 200	PLANTATION	FL	33322	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 35 S1/2 LESS E1/2 & LESSW 10
504034010360	GERBER,CANDIDE & FARRELL I	5176 SW 145 AVE	SOUTHWEST RANCHE	FL	2405	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 LESS E1/2 & LESS W 10 &LESS N 206 TOGETHER WITH THAT PTOF NW1/4 FIPIA TR 37 N1/2 OFN1/2 OF W1/2,LESS W 10 ES & LCSUB 1-152 D

504034010361	COSTA,CORNELIO F H/EMARCHELLI,ROSANNA	5131 HANCOCK ROAD	SOUTHWEST RANCHE FL	33330	2501	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 E1/2 OF N1/2 LESS RD
504034010363	BELL,RICHARD ABELLAUDREY	5110 THOROUGHBRED LN	FORT LAUDERDALE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 N 206 OF E 630 OF W 640
504034010370	JIMENEZ,RANDALL GMLARDO,DANIELLE M	5151 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40E1/2 OF S1/2 OF TRACT 36 & N1/2OF N1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010372	ATLANTIC FLORIDA USA INC	7700 N KENDALL DR STE 405	MIAMI FL	33156		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF N1/2 OF E1/2 OF TRACT 37& S1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010380	PAGE,STEPHEN MITCHELL	5300 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 S1/2 OF W1/2 LESS W 10
504034010381	BOY ALINDA A	5280 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330	2407	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N1/2 OF W1/2 LESS W 10
504034010382	GONZALEZ,ALBERT OSCARGONZALEZ,JODI BUATTI	5271 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N 132 OF E1/2 LESS RD
504034010383	BELELLI,BARAKZAFRIR,TAL-OR	5281 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 E1/2 LESS N 132 &LESS RD
504034010390	CLARK,JONAS & RHONDA	5360 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 S1/2 OF W1/2 LESS W 10
504034010391	5353 HANCOCK ROAD LLC	7270 NW 12 ST STE 380	MIAMI FL	33126	1900	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 E1/2 LESS RD,TOGETHERWITH POR OF E1/2 OF TR 40 DESCAS N 41.50 OF E1/2 OF S1/2 OFS1/2,SE1/4 OF NW1/4 LESS S 10.36OF E 432.72
504034010392	EVERHART,RICHARD E & DONNA L	5320 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 N1/2 OF W1/2 LESS W 10
504034010400	STEVENS,MARK A	5401 HANCOCK RD	SOUTHWEST RANCHE FL	33330	2507	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 LESS RD AND LESSN 41.50 EXCEPT S 10.36OF E 432.72 THEREOF
504034010401	ESPINOSA,RODNEY	5380 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 OF W1/2 & N 15 OFW1/2 OF W1/2 LESS W 30THEREOF
504034010402	CARR,ANTHONY	5400 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 W1/2 OF W1/2 LESS N 15 &LESS RD
504034010571	ADILI,MIRYAHYA	5455 SW 145 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 N1/2 OF E1/2
504034010572	ENGQUIST,DRAY RDRAY R ENGQUIST REV LIV TR	5450 SW 148 AVE	SOUTHWEST RANCHE FL	33330	2413	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 LESS E 660.34 & LESSW 40 FOR RD
504034010573	SCHROEDER,ARTHUR & DENISE	5501 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 56 S1/2 OF E 660.34,LESS RD
504034010581	EDWARDS,MONICA F	5401 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2410	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 57 E1/2 LESS RDS
504034010582	WOLTERS,VALERIE	5400 SW 148 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 DE1/2 OF W1/2 OF TR 57,LESS W 50FOR RD,ALL IN 34-50-40
504034010590	WILHOIT,RONALD J	5330 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 N1/2 OF W1/2 LESS RD
504034010591	VARGAS,ALFONSO	1055 NW 27 AVE	MIAMI FL	33125		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 E1/2, LESS N 165 & LESSE 30 ACCORDING TO OR 24842/255 &OR 36031/1475
504034010592	LINARES,HERNANLOPEZ,VILMA	5360 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 58 S1/2 OF W1/2 LESS RD

504034010593	FLORES, RAUL F & GLORIA E	5300 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 S1/2 OF W1/2 LESS THAT PT LYING WITHIN 60 OFWL OF SEC 34
504034010600	RIETTER, K C & ANITA L	5150 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2415	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 N1/2 OF W1/2 LESS RD, TR 60 S1/2 OF W1/2 LESS RD
504034010601	NGUYEN, CHI BNGUYEN, NGOC THAO T	5281 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2406	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 N1/2 OF E1/2 LESS E 10
504034010602	JOSEPH BROWNLOW JR REV TRBROWNLOW, JOSEPH JR TRSTEE ETAL	5301 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 S1/2 OF E1/2 LESS E 10
504034010610	PACK, ALBERT J & MARIANNE E	5146 SW 148 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF W1/2 LESS RD
504034010611	KORI, JOHN B III & CARYN S	5221 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 S1/2 OF E1/2 LESS E 10
504034010612	GARCIA CHILDREN LAND TRHERRERIA, EL DITA TRS	5161 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF E1/2 LESS E 10
504034010640	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR OF R/W DEDICATED PER SAIDPLAT
504034010641	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 10 FT OF TRS 33 THRU 40 & E 10FT OF TRS 57 THRU 64, LESS PORLYING WITHIN PARCEL DESCRIBED WITHIN OR 4230/627
504034010642	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 40 FT OF TRS 49 THRU 64, E 80FT OF TRS 33 THRU 48, W 40 FT OF TRS 17 THRU 32, E 40 FT OF TRS 1 THRU 16, S 40 FT OF TRS 16, 17, 48 & 49, N 40 FT OF TRS 33 & 64, S 30 FT OF TRS 1 & 32, N 30FT OF TRS 2 & 31
504034030010	IRIBAR, MANUEL R & IDANIA 5601 HANCOCK LAND TRMODEST, TEECOLA CHINESSA TRS	5551 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 1
504034030020	URBIETA, GUILLERMO	5601 HANCOCK RD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 2
504034030030	URBIETA, GUILLERMO	5621 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 3
504034030040	URBIETA, GUILLERMO	5711 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3005	MEADOWVIEW ESTATES 152-17 BLOT 4
504034030080	NIX, JACK VERNON & ROSEMARIE CAPRIO, JOSEPH	4581 WESTON RD		WESTON FL	33331		MEADOWVIEW ESTATES 152-17 BLOT 8
504034030090	GONZALEZ, JUAN & MAYLIN MCGUIRE, SEAN-DAMIEN	5650 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 9
504034030100	GAUL, T. ABEL	5600 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 10
504034030110	EGIPCIAO, MARCOS & MARICELA	5530 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 11
504034030120	CASTRO, ERIC R & BARBARA R	5551 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2901	MEADOWVIEW ESTATES 152-17 BLOT 12
504034030130	LAING, GERALD W	5601 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 13
504034030140	DURKEE, MARK & CINDY	5631 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2910	MEADOWVIEW ESTATES 152-17 BLOT 14
504034030150	MORRIS, DEBORAH 1665 PASSION VINE LLC	5701 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2900	MEADOWVIEW ESTATES 152-17 BLOT 15
504034030160	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES			SOUTHWEST RANCHE FL	33332		MEADOWVIEW ESTATES 152-17 BLOT 16
504034030240	LUJO, RUBEN & DENISE	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 20 N1/2 DEDICATED PER SAIDPLAT
504034040010	CALLIS, EMANUEL GEMANUEL G CAILIS REV LIV TR	5500 THOROUGHBRED LANE		SOUTHWEST RANCHE FL	33330		THE LUJO PLAT 161-42 BPARCEL A
504034070010	AMBER FINKEL TR FINKEL, AMBER TRS	5470 HANOCK RD		SOUTHWEST RANCHE FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 B & EVERGLADE SUGAR & LAND CO SUB 1-152 DPARCEL A OF PLAT 171-96 B TOG W/N 30 OF S1/2 OF W1/2 TR 24, LESS W 492 OF SEC 34-50-40 OF PLAT 1-152 D
504034090010	CASE, RYAN RYAN CASE TR	3021 SW 116 AVE	DAVIE	FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 BPARCEL B
504034100010	R & R'S ZEN RANCH LLC	5321 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330			DANAL AT THOROUGH 176-9 BPARCEL A
		5261 SW 136 AVE	SOUTHWEST RANCHE FL	33330			PLATA ESTATE 177-28 BPARCEL A



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/13/2021
SUBJECT: 10-YEAR WATER SUPPLY PLAN UPDATE

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

Background

Local governments in southeast Florida are required to update their Ten-year Water Supply Facilities Work Plan every five years, following the South Florida Water Management District update of the Lower East Coast Water Supply Plan.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description

Upload Date Type

Staff memorandum	1/15/2021	Backup Material
Ordinance 10 Year Water Supply - TA Approved	1/15/2021	Backup Material
Ord. Exhibit "A" Water Supply Facilities Work Plan	9/30/2020	Backup Material



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Keith Poliakoff, *Town Attorney*
Martin Sherwood, *Town Financial Administrator*
Russell Muñiz, *Assistant Town Administrator/Town Clerk*

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Jeff Katims, AICP, CNU-A
Town Planner

DATE: January 28, 2021

SUBJECT: Case #PA-20-3
Ordinance Adopting the Town's Ten-Year Water Supply Facilities Work
Plan and Related Comprehensive Plan Amendments

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Issue

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten-Year Water Supply Facilities Work Plan (WSFWP) to reflect changes in the applicable Water Management District's Regional Water Supply Plan update, which is facilitated every five years. After the regional water supply plan is adopted, each local government and utility must prepare relevant updates and approve its WSFWP within eighteen (18) months.

Background

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technolo-

gies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

Analysis

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis. Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element, and one policy within the Utilities Element of the Town's Comprehensive Plan are being updated to properly reference the Sunrise and Cooper City water supply plan updates (pending). References to both adopted plans are required by law. The proposed amendments to the Town's Comprehensive Plan elements are noted below.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the most current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on July 14, 2020~~ January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the most current Cooper City 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on, MM/DD, 202X~~ December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

UE POLICY 1.2-m: The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: ~~101-33~~ 127 gallons per capita per day

City of Sunrise: ~~65-102~~ gallons per capita per day

The Comprehensive Plan Advisory Board (CPAB) reviewed the Southwest Ranches 2020 Water Supply Facilities Work Plan (WSFWP) on September 17, 2020 and recommended the Town Council APPROVE the WSFWP and TRANSMIT the proposed Comprehensive Plan amendments.

Passage of the related ordinance on first reading will authorize staff to transmit the proposed amendments to the various state agencies that have authority under State Law for review and comment. The agencies have 30 days to provide comments or objections,

after which the ordinance will be scheduled for second reading with any changes that are appropriate to address agency comments, if applicable.

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

44 **Section 1: Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified
45 and confirmed as being true and correct and are hereby made a specific part of this
46 Ordinance.

47
48 **Section 2: Town WSWP Approved.** That the Town of Southwest Ranches
49 Ten-Year WSWP (dated 2020), attached hereto as Exhibit "A" is hereby approved.

50
51 **Section 3: UE Amendment Adopted.** That the Utilities Element of the Town
52 of Southwest Ranches Comprehensive Plan is hereby amended as follows to update level
53 of service standards for third party utilities that provide limited service within the Town:

54
55 III.F Utilities Element (UE)

56
57 * * * * *

58
59 **UE POLICY 1.2-m:** The level of service (LOS) standard for potable water facilities
60 serving the Town are as follows:

61 Cooper City Facilities: ~~101-33~~127 gallons per capita per day

62 City of Sunrise: ~~65-102~~ gallons per capita per day

63
64
65 **Section 4: CIE Amendment Adopted.** That the Capital Improvements Element
66 of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to
67 update references to the adopted Water Supply Facilities Work Plan for third party utilities
68 that provide limited service within the Town:

69
70 III.I Capital Improvements Element (CIE)

71
72 * * * * *

73
74 **CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the most
75 current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1~~
76 adopted on July 14, 2020-January 20, 2015), and the capital projects described therein
77 for the purposes of ensuring that adequate water supply will be provided for the limited
78 number of properties that are or will be served by City of Sunrise.

79
80 **CIE Policy 1.1-h:** The Town hereby adopts by reference the most current Cooper City
81 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on MM/DD,~~
82 202X-December 30, 2014) as incorporated and adopted in the Infrastructure Element of
83 its Comprehensive Plan and the capital improvement projects contained therein.

84
Ordinance No. 2021-____

Underlined words are additions and ~~stricken~~ words are deletions.

Section 5: Transmittal. That the Town Administrator or designee is hereby authorized to transmit the amendment and work plan to the applicable reviewing agencies under Section 163.3184(1)(c), F.S.

Section 6: Plan Update. That the Town Administrator or designee shall, immediately following the effective date of this Ordinance, cause the Town of Southwest Ranches Comprehensive Plan to be updated to reflect this amendment.

Section 7: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 9: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the transmitted plan amendment package is complete, and shall be considered as part of the amendment to the Town of Southwest Ranches Comprehensive Plan, unless timely challenged pursuant to Sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED ON FIRST READING this ____ day of ____, 2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of ____, 2021, on a motion made by _____ and seconded by _____.

[Signatures On Next Page]

Ordinance No. 2021-____
Underlined words are additions and ~~stricken~~ words are deletions.

124 Breitkreuz _____ Ayes _____
125 Hartmann _____ Nays _____
126 Allbritton _____
127 Jablonski _____ Absent _____
128 Hartmann _____ Abstaining _____
129
130
131
132
133

Steve Breitkreuz, Mayor

134
135 ATTEST:
136
137
138
139

Russell Muñiz, Assistant Town Administrator/Town Clerk
141
142
143
144

145 Approved as to Form and Correctness:
146
147
148
149

Keith Poliakoff, J.D., Town Attorney
151
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37601259.1

Ordinance No. 2021-____

Underlined words are additions and ~~stricken~~ words are deletions.



TOWN OF SOUTHWEST RANCHES, FLORIDA

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

**Prepared For:
Florida Department of Economic Opportunity
&
South Florida Water Management District**

**Prepared By:
The Mellgren Planning Group**

2020

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1.0 INTRODUCTION

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District ("District" or "SFWMD") approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District's Governing Board in November 2018. Therefore, the deadline for local governments within the Lower East Coast ("LEC") Region to amend their comprehensive plans to update the Work Plan is May 2020.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity that owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a limited number of properties and will not extend its system to serve any additional properties. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town's Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes ("F.S.") by strengthening the statutory links between the regional

water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is entirely dependent on domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of at least one to two acres in size, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by adjacent municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities; therefore, the Town does not have any programs or projects in the five-year schedule of capital improvements to support water supply, reuse and conservation projects.*

The Five-Year Schedule of Capital Improvements for projects and programs implemented by the municipalities providing service to the Town are provided in Section Four of this WSWFP Update.

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town is a Domestic and Small Public Supply (DSS) municipality pursuant to the 2018 LEC Plan Update, utilizing self-supply private wells. Pursuant to the 2018 LEC Plan Update, "...all current and future needs in this use category are expected to be met from private wells using fresh groundwater from the SAS. As such, no water supply development projects have been proposed for this use category."*
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and update as necessary, comprehensive plans to reflect changes in local conditions every seven years. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).¹ Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town's population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master's Academy and West Broward Church, which will require water service expansion.

Table 2-1:						
TOWN OF SOUTHWEST RANCHES CURRENT AND PROJECTED POPULATION						
YEAR	2016	2020	2025	2030	2035	2040
POPULATION	7,571	7,733	7,972	8,067	8,135	8,187

Source: Florida Housing Data Clearinghouse /Shimberg Center base data, modified (increased) to reflect additional residential development acreage.

2.1 OVERVIEW

"The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment."

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town's residents voted for incorporation is clearly stated in the Town's Charter, Section 1.01 of Article 1 which reads:

"In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida."

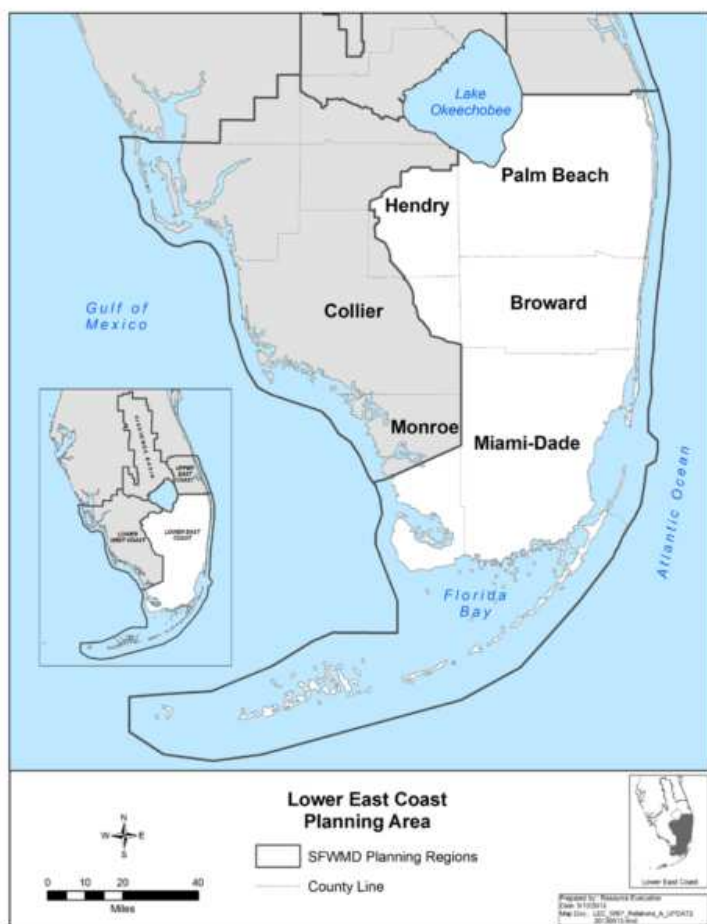
¹ Broward County Planning Services Division, 2014

2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's Lower East Coast (LEC) Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought.

FIGURE 2-1

LOWER EAST COAST PLANNING AREA



The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in the LEC Planning Area.

According to the SFWMD, the LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast projections indicate the planning area's population will increase by 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. The Lower East Coast (LEC)

Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent.

All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. The SFWMD has placed limitations on allocations from freshwater sources to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Regional issues identified in the 2018 Lower East Coast Regional Water Supply Plan Update are as follows:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. It should be noted, however, that the Town's water supply is self-supplied, which means these issues are not expected to have any significant impacts to the Town or its residents.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots consisting of 1 acre or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre, and for about one-third of the Town, 2 acres, and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the town has also acquired seven open-space parks.

Residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

TABLE 3-1:		
LECWSP POPULATION PROJECTIONS FOR COOPER CITY UTILITY SERVICE AREA		
2020	2030	2040
28,543	33,335	33,585

Source: Lower East Coast Water Supply Plan Update, 2018.

TABLE 3-2:		
COOPER CITY UTILITY SERVICE AREA POPULATION PROJECTIONS		
2020	2025	2030
31,401	32,419	33,131

Source: Cooper City Water Supply Plan Update, 2020 (draft).

TABLE 3-3:		
LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*		
2020	2030	2040
231,288	244,619	251,584

Source: Lower East Coast Water Supply Plan Update, 2018.

Population estimates included in the 2018 LECWSP used 2017 BEBR data while the population projections presented in the City of Sunrise 2019 work plan are based on the published Broward County Population Forecasting Model 2017 which used 2016 BEBR data. The variation is in the range of 0% to 8% in 2040. This variation is a result of many new developments planned within the City service area.

TABLE 3-4:					
CITY OF SUNRISE SERVICE AREA POPULATION PROJECTIONS, INCLUDING THE TOWN OF SOUTHWEST RANCHES					
YEAR	2020	2025	2030	2040	SERVICE AREA
Weston	66,700	68,400	69,700	69,600	Existing
Davie	62,100	63,300	65,000	68,000	Existing
Sunrise	100,000	103,800	107,400	126,000	Existing
SW Ranches	2,400	2,400	2,500	2,500	Existing
SW Ranches	-	-	-	7,100	Future *
Total	231,300	238,000	244,600	273,100	

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

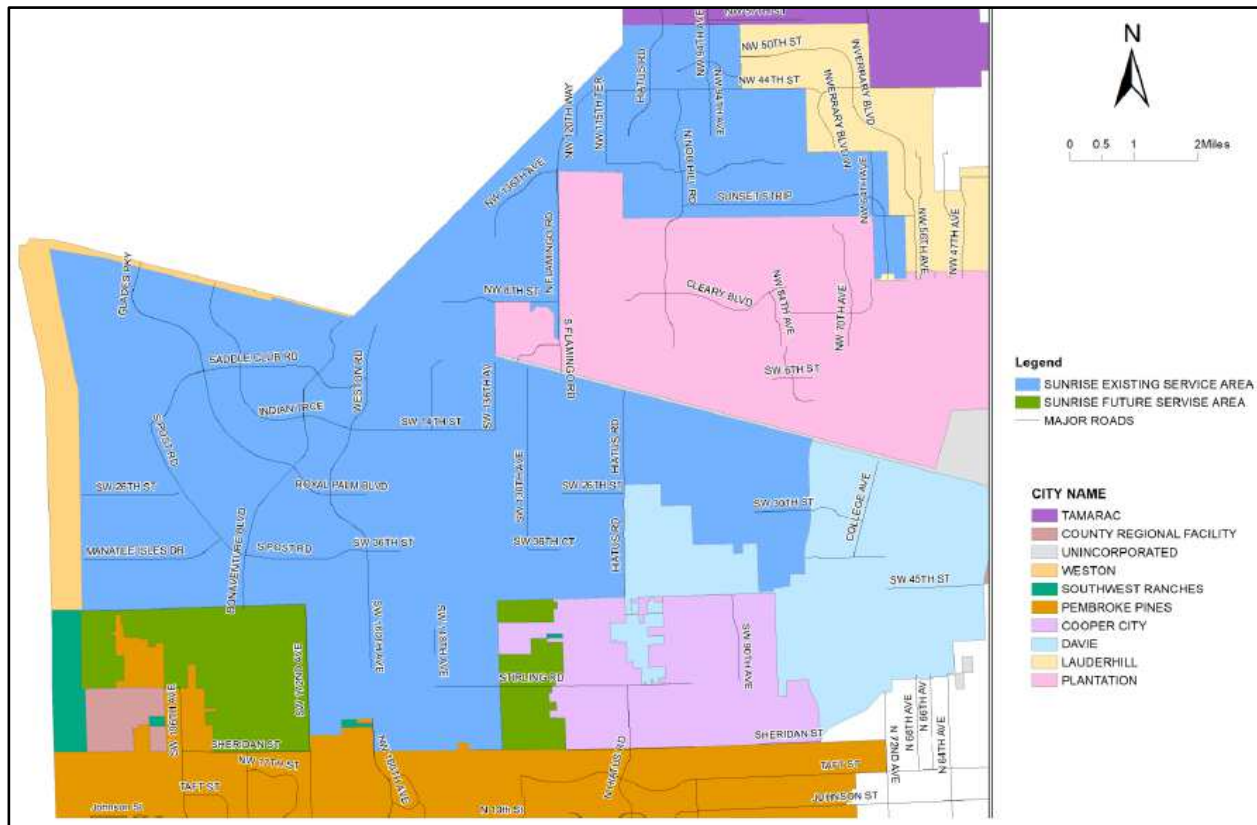
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED

City of Sunrise Utility Service Area:

Figure 3-1 below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

FIGURE 3-1

CITY OF SUNRISE EXISTING AND FUTURE UTILITY SERVICE AREA



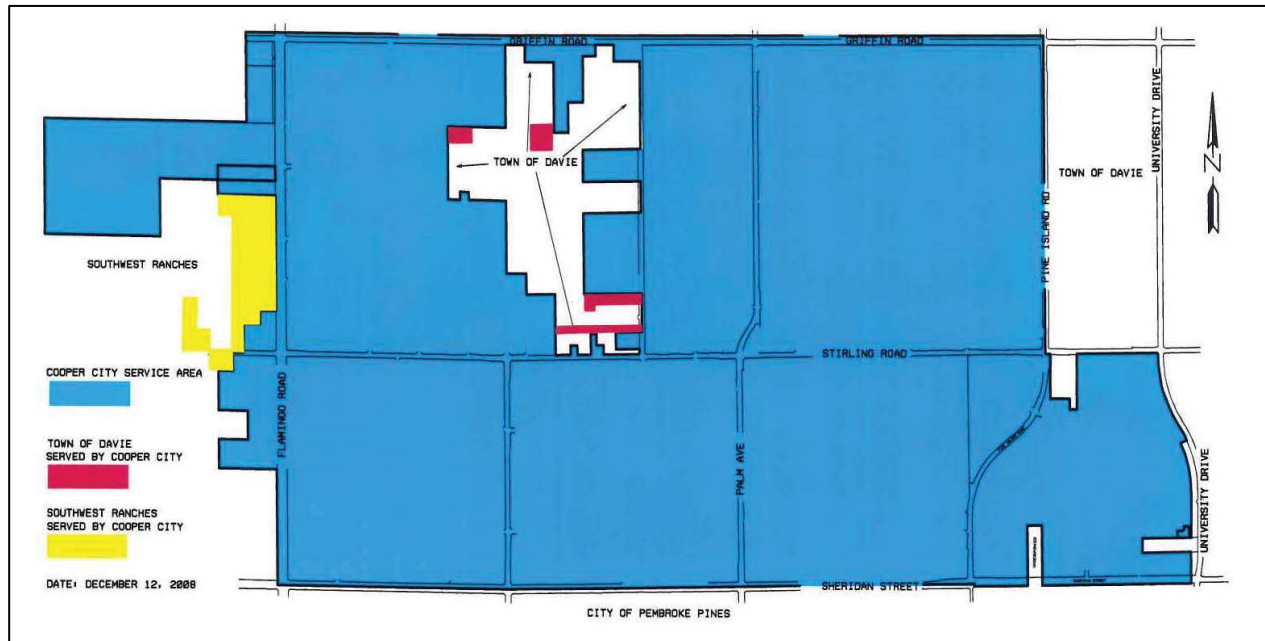
Source: City of Sunrise WSWFP Update, 2019 (draft).

Cooper City Utility Service Area:

The Cooper City utility service areas map is provided below (Figure 3-2). It is estimated that fifty (50) residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Along with customers in the Town of Davie, this represents less than one percent of the total number of users.

Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its municipal boundaries, unless the requesting property lies within the utility service area and is approved by the City Commission (Sec. 19-142, Cooper City Code of Ordinances).

FIGURE 3-2
COOPER CITY CURRENT AND FUTURE UTILITY SERVICE AREA



Source: Cooper City Utilities Department, 2019.

3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10-year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

Level of Service Standards

City of Sunrise:

The City of Sunrise Water Supply Plan Update, 2019 (draft) indicates the Level of Service is 127 gallons per day per capita (gpd) for all uses.

Existing distribution system capacity is adequate to serve future demands for the planning period (through 2030).

Cooper City:

Cooper City's Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted by the City.

The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses.

Based on the 2018 LECWSP Update, Cooper City's 2030 potable water demand is projected at 3.45 mgd for net/finished water and 4.13 mgd for gross/raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY

Consumptive Use Permitting

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Consumptive Use Permit (CUP) pursuant to Part II of Chapter 373 of the Florida Statutes. In addition to a system-wide maximum day allocation, the CUP also identifies a maximum day withdrawal for each wellfield.

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a "three-prong test." The test requires reasonable and beneficial use of the resource; consistency with public interest, including compliance with minimum flows and levels (MLFs) established for surface water and groundwater sources; and, demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

Cooper City's 20-year Water Use Permit Number 06-00365-W was issued by SFWMD in April 2010. The permit allows the City to withdraw an annual allocation of 1,661 million gallons (MG) (equivalent to 4.55 million gallons per day) from the Biscayne Aquifer until 2030, with a monthly maximum allocation of 171.5 MG.

The last CUP (Permit No 06-00120-W) issued by the SFWMD to the City of Sunrise was in May 2008. The Permit included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average withdrawal of 29.09 mgd from the four wellfields and a maximum month withdrawal allocation of 999.30 Million Gallons per Month (MGM). The City of Sunrise is closely working with the SFWMD on alternative water supply projects in conjunction with the renewal of the permit.

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and, again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2016 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2016.

Per Capita Usage

Cooper City Utility Service Area:

Based on the findings from Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years was 96 gallons per capita per day (gpcd). This per capita usage rate is a 1% variation of the SFWMD data, which shows a treated water per capita rate of 95 gpcd for the Cooper City Utility Service Area.

TABLE 3-5:			
ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES			
	2020	2025	2030
Population Projections	33,180	33,395	33,541
Gallons per Capita per Day	95	95	95
Finished/Net Water Demand (MGD)	3.27	3.37	3.45
Raw/Gross Water Demand (MGD)	3.92	4.05	4.13

Source: Cooper City Water WSFWP Update, 2020; Table 8-10; Table 8-11A and Table 8-11B (draft).

City of Sunrise Utility Service Area:

Based on the total water metered to customers, and the estimated historic population the treated water leaving the plants, the per capita usage computed for the past five years (2014-2018) was 102 gallons per capita per day (gpcd) of treated water. This is comparable to the per capita usage rate of 93 gpcd at customer connection shown in the Consumptive Use Permit (CUP) application for C-51 Reservoir Project. The per capita usage rate of 102 gpcd treated at the plant is within 3.5% of the SFWMD LECWSP data, which shows a treated water per capita rate of 98 gpcd for the City of Sunrise Utility Water Service Area. The City's updated Comprehensive Plan will show the level of service at 102 gpcd treated water at the plant.

TABLE 3-6:				
CITY OF SUNRISE UTILITY SERVICE AREA COMPARISON OF FACILITY CAPACITY AND ANTICIPATED FUTURE PERMITTED AMOUNT				
	2020	2025	2030	2040
Population Served	231,300	238,000	244,600	273,100
Average Daily Demand (Finished) (MGD)	23.6	24.3	24.9	27.9
Demand per Capita Finished (GPCD)	102	102	102	102
Available Facility Capacity (MGD)	51.5	51.5	51.5	51.5
Facility Capacity Surplus (Deficit)	27.9	27.2	26.6	23.6
Anticipated Permitted Amount (MGD Annual Avg.)	31.09	31.09	31.09	31.09
Anticipated Permitted Surplus MGD (Deficit)	4.47	3.82	3.11	0.20

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied by the Town of Southwest Ranches, and the Town generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2018 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and, North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

Domestic Self-Supply

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh

groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

Recreational/Landscape Self-Supply

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not available, users may qualify for limited freshwater withdrawals on an application-by-application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town: Cooper City and the City of Sunrise. Town staff met with City of Sunrise staff and consultants to coordinate preparation of both municipal Water Supply Facilities Work Plan updates. The Town did not coordinate with Cooper City, because no future expansion of service in Southwest Ranches will be permitted by Cooper City. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme eastern edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system) and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity

supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

City of Sunrise's Retail Water Service Area

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2040. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

Cooper City's Retail Water Service Area

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that fifty (50) residents and several non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches, as the city does not allow extension of its services beyond its current utility service area.

The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2025. This utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards for residents and businesses located within the Town.

3.7.1 COUNTYWIDE ISSUES

The Town shall continue to implement county-wide conservation measures. Of note are:

- *Conservation Pays Program.* Since 2011, this program provides rebates and incentives for water conservation measures.
- *NatureScape Irrigation Services.* Since 2005, this program has implemented Best Management Practices (BMPs) with large water users to promote "right plant in the right place" and smart irrigation techniques.
- *NatureScape Program.* The program has been promoting water conservation, water quality protection, and the creation of wildlife habitats through the use of Florida-friendly landscape practices in Broward County since 2003. This program is available to municipalities and residential and commercial customers.

3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of the current programs and policies is provided below.

Restrictions on Permitted Water Use

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County, such as rate structures. The Town has enacted its own irrigation ordinance that supports conservation measures by imposing year-round irrigation restrictions.
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

Use of Florida-Friendly Landscape Principles

- The Town of Southwest Ranches' Land Development Code recommends the use of Florida-friendly landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II. The following code sections represent the type of policies adopted by the Town.
 - Sec. 075-060(A): The Town requires Florida Grade One landscaping
 - Sec. 075-060(B): The Town requires that 50 percent of landscaping consist of native vegetation.
 - Sec. 075-060(D)(5): The Town prohibits the use of invasive trees.
 - Sec. 075-060(I): Landscape designs must use xeriscape principles.
 - Sec. 075-040(C)(1): The Town observes irrigation restrictions described in F.S. 373.62.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The Town's Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

Rain Sensor Overrides for New Lawn Sprinkler System

- The Town of Southwest Ranches has adopted the Florida Building Code, which requires the installation of rain sensors on new irrigation systems. Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.

Coordination with Other Entities

The Town will continue to coordinate future water conservation efforts with Cooper City Utilities, the City of Sunrise Utilities, Broward County and the SFWMD to ensure that conservation techniques are implemented. The Town will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. In addition, the Town will continue to implement land development regulations and the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. Cooperation with utility suppliers for the Town is reflected in noted policies below.

- The Town supports SFWMD, Broward County, The City of Sunrise Utilities, and Cooper City Utilities conservation efforts, as described in their respective 10-Year Water Supply Facilities Work Plans (Cons Policy 1.10-a).
- The Town will encourage efficient use and conservation of water resources within the Town, and support county-wide water conservation programs and initiatives including the

Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service (Cons Policy 1.1-c).

- The Town shall adopt water conservation measures, such as those of the South Florida Water Management District's rule chapter 40E-21, to utilize during periods of drought (Cons Policy 1.4-b).

Public Information Program

- This program provides water conservation and open/green space information to the Town of Southwest Ranches' residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary; Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.
- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town; Broward County; and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE

The Town does not have any financial responsibility for the implementation of budgeted capital improvements in the Cooper City Utilities or City of Sunrise Utilities Capital Improvement Schedules. The five-year schedule of capital improvements for these providers is provided in Section 4.0.

3.8 REUSE

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems." The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town's limits.

3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed

water. The Town encourages the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. This includes sanitary sewer facilities, including septic tanks, to be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

4.0 CAPITAL IMPROVEMENTS

As the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities, and most areas of the Town have a domestic self-supply that is individually owned and privately run well systems, the Town does not have any scheduled capital improvement updates. The scheduled capital improvements for Cooper City Utilities and the City of Sunrise Utilities are listed below.

**TABLE 4-2:
City of Sunrise Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name	Funding Source	Expenditure ¹ (In Millions of Dollars)					
		2020	2021	2022	2023	2024	Five Year Totals
C-51 Reservoir Project	BP ²	-	-	-	-	-	-
Sunrise Golf Course Reuse Main Extension	Fund 465	2.257	-	-	-	-	2.257
Reuse Distribution System – SICP, Sawgrass Mills & Artesia (Phase II)	Fund 465	-	-	-	-	-	-
Reuse Distribution System – SICP, and Markham Park (Phase III)	Fund 465	-	-	-	0.2	9.66	9.86
SGF-1 Aquifer Storage and Recovery conversion	Fund 465	-	-	0.095	0.173	0.173	0.441
Springtree Floridan Supply Well	Fund 465	-	-	0.025	0.025	0.025	0.075

Source: City of Sunrise Adopted Five-Year Capital Improvements Program, Fiscal Year 2019/2020.

TABLE 4-1:
Cooper City Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024

Project Name (\$)	2019 Forecast	2020	2021	2022	2023	2024	Total FY 20 - FY 24
<u>FUNDING</u>							
Grants	-	-	-	-	-	-	-
Other CIP Fund Revenue	155,000	27,000	25,000	25,000	25,000	25,000	127,000
CIP Fund Balance	2,135,374	-	-	-	-	-	-
Water/Sewer Fund Transfer In	-	4,623,000	2,255,000	1,825,000	3,125,000	3,615,000	15,443,000
Total Funding	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000
<u>EXPENSE</u>							
<u>Water Treatment & Supply</u>							
Control Software	531,170	-	-	-	-	-	-
Water Treatment Plant Rehabilitation	-	-	600,000	600,000	-	-	1,200,000
Steel Water Storage Tank Replacement	-	1,400,000	-	-	-	-	1,400,000
Total Water Treatment & Supply	531,170	1,400,000	600,000	600,000	-	-	2,600,000
<u>Wastewater Collection & Lift Station</u>							
Gravity Sewer Improvements	300,000	300,000	300,000	400,000	400,000	400,000	1,800,000
Gravity Sewer SW 90 Ave	172,426	-	-	-	-	-	-
Lift Station 48 with FM Replacement	300,000	450,000	-	-	-	-	450,000
Lift Station 18	-	-	-	-	200,000	-	200,000
Lift Station 56	-	-	-	-	-	600,000	600,000
Lift Station 9	-	-	-	200,000	-	-	200,000
Lift Station 46	-	-	200,000	-	-	-	200,000
Lift Station 55	315,139	-	-	200,000	-	-	200,000
Lift Station 5	-	-	-	200,000	-	-	200,000
Lift Station 23	-	-	-	-	100,000	-	100,000
Lift Station 50	-	-	-	-	-	195,000	195,000
Lift Station 51	-	-	-	-	-	195,000	195,000
Lift Station 20	-	-	-	-	200,000	-	200,000
Force Main re-route 90 Ave to Repump 55	-	-	680,000	-	-	-	680,000
Total Wastewater Collection & Lift Stn.	1,087,565	750,000	1,180,000	1,000,000	900,000	1,390,000	5,220,000
<u>Water Distribution</u>							
Replace Scheduled 40 WM's Citywide	-	-	500,000	-	-	-	500,000
Total Water Distribution	-	-	500,000	-	-	-	500,000
<u>Wastewater Treatment Plant</u>							
Stabilization Program	-	-	-	250,000	250,000	250,000	750,000
Injection Well Rehab/Capacity Increase*	500,000	2,500,000	-	-	-	-	2,500,000
Headworks*	-	-	-	-	2,000,000	2,000,000	4,000,000
Deep Well Engineering Services	171,639	-	-	-	-	-	-
Total Wastewater Treatment Plant	671,639	2,500,000	-	250,000	2,250,000	2,250,000	7,250,000
Total Water Sewer CIP Projects	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000

Notes - * Impact Fee Eligible

Source: Cooper City Adopted Budget, Fiscal Year 2019/2020.

5.0 GOALS, OBJECTIVES AND POLICIES

To ensure adequate potable water supply facilities for the ten (10) year planning horizon, the Town has incorporated goals, objectives, and policies within the Future Land Use Element (Objective 1.21), Conservation Element (Objective 1.1, 1.4, 1.5, 1.6, and 1.9), Utilities Element (Objective 1.2 and 1.4), Intergovernmental Coordination Element (Objective 1.2 and 1.4), and Capital Improvements Element (Objective 1.1). The aforementioned goals, objectives, and policies reflect the regulatory provisions below:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Consideration of population projections in developing the water supply plan;
- c. Revision of potable water level of service standards for residential and non-residential users;
- d. Protection of water quality in the traditional and new alternative water supply sources;
- e. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- f. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- g. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- h. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, reclaimed water projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- i. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- j. Additional revenue sources to fund water supply and facility projects;
- k. Coordination with the respective regional and local government providers' water supply plans;
- l. Update the Work Plan within 18 months following the approval of a regional water supply plan;
- m. Incorporate the Work Plan, as a support document, into the Town Comprehensive Plan Data, Inventory, and Analysis; and,
- n. Concurrency, requiring provision of adequate water supply facilities at the building permit stage.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 9/13/2021
SUBJECT: Advisory Board Membership Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

The Town's Charter provides that due to the Town's unique Charter, Comprehensive Land Use Plan, rural lifestyle, topography, traffic, and drainage issues that only residents of the Town can serve on the Town Council. The Town Council believes that its appointed volunteer boards should have a similar permanent residency requirement.

In order to preserve and to protect the Town's rural character, the Town Council believes that it is in the best interest of the health, safety, and welfare of its residents to require all appointed voting members on all Town Boards to be a permanent resident of the Town of Southwest Ranches.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Town Board and Committee Residency Requirement - Revised for 2nd Read - TA Approved	9/3/2021	Ordinance

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A PERMANENT RESIDENCY REQUIREMENT TO BE APPOINTED TO SERVE AS A VOTING MEMBER ON A TOWN BOARD; CREATING SECTION 2-95 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "PERMANENT RESIDENCY REQUIREMENT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.05 of the Town's Charter provides that due to the Town's unique Charter, Comprehensive Land Use Plan, rural lifestyle, topography, traffic, and drainage issues that only residents of the Town can serve on the Town Council; and

WHEREAS, the Town Council believes that its appointed volunteer boards should have a similar permanent residency requirement; and

WHEREAS, in order to preserve and to protect the Town's rural character, the Town Council believes that it is in the best interest of the health, safety, and welfare of its residents to require all appointed voting members on all Town Boards to be a permanent resident of the Town of Southwest Ranches;

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

SECTION 1: The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and are incorporated as if fully set forth in this section.

SECTION 2: The Code of Ordinances of the Town of Southwest Ranches shall be amended to include Section 2-95, entitled "Board Permanent Residency Requirement", which shall provide as follows:

2-95

Permanent Residency Requirement

Unless there is a unanimous vote of the entire Town Council (5-0) to the contrary, all appointed voting members of Town Boards shall be permanent residents of the Town at the time of such appointment. Permanent residency shall have the same meaning as provided in Section 196.012, Florida Statutes, as may be amended from time to time.

At the time of this Ordinance, Section 196.012, Florida Statutes defines a permanent residence as that place where a person has his or her true, fixed, and permanent home and principal establishment to which, whenever absent, he or she has the intention of returning.

SECTION 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4: Severability. If any portion of this ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, or any portions hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

SECTION 5: Inclusion in Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made part of the Town of Southwest Ranches' Code of Ordinances; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6: Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this 26th day of August, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
100131.01

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Southwest Ranches, FL 33330-2628

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Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/13/2021
SUBJECT: Commercial Retail Sale of Plants Not on Farms Ordinance

Recommendation

The disposition of this Ordinance is a policy matter for the Council to decide.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Background

Some months ago, the Council tasked the CPAB with reviewing the nursery ordinance that was last presented to the Council prior to the election of three councilmembers to office. The CPAB produced recommendations that left the document substantially intact.

At the Mayor's direction, the document was retooled to regulate only commercial retail sale of plants not on farms (i.e. taking place on any portion of land lacking an agricultural property tax classification). The document was further retooled by eliminating all sections extraneous to the permitted location of such businesses, which has come to be known as "Section 4.3."

The intent of this "stripped down" version of the nursery ordinance, and its change in focus to retail activities not protected as farms under Florida Statutes, is to address the core concern that led to the development of the ordinance and to eliminate incidental and potentially

contentious provisions outside of this core area of regulation.

August 23rd changes

Pursuant to Council discussion of the proposed regulations on August 23rd, staff removed a reference to "plants grown on the plot where sold," and changed the permitted location of new businesses from, "plots" fronting the listed thoroughfares to, "lots of record" fronting the listed thoroughfares, "as of the date of the adoption of the ordinance."

The latter change addresses Council's concern that permissible locations on major thoroughfares could acquire properties behind them and expand deeper into neighborhoods. The change prevents this from occurring except as Council may permit on a case-by-case basis as a special exception use, which require a 5-0 Council vote.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Commercial Retail Sale of Plants Not On Farms Ordinance	9/3/2021	Ordinance

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS" TO REGULATE THE LOCATION OF NEW BUSINESSES ENGAGED IN COMMERCIAL RETAIL SALES OF PLANTS ON PLOTS AND PORTIONS OF PLOTS THAT ARE NOT FARMS (NO AGRICULTURAL PROPERTY TAX CLASSIFICATION) AND TO PROVIDE FOR NONCONFORMING USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches ("Town") was founded to preserve its rural character and the rural lifestyle of its residents; and

WHEREAS, the Town Council finds it necessary to safeguard the character and intent of Agricultural and Rural Districts by regulating the location of new businesses engaged in commercial retail sales of plants on plots and portions of plots that are not farms (i.e. no agricultural property tax classification), and providing for the continued operation of such existing businesses; and

WHEREAS, agricultural classifications are determined by the Broward County Property Appraiser. This Ordinance does not eliminate, reduce or modify the agricultural classification of any property or portion thereof within the Town; and

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 45, "Agricultural and Rural Districts," Section 045-030, "General Provisions," Subsection (K) is hereby amended as follows:

Ordinance No. 2021-

New text is underlined and deleted text is ~~stricken~~.

1 (K) Commercial retail sales of plants not on farms. This subsection
2 regulates the location of businesses engaged in the commercial retail
3 sales of plants and accessory sales of landscape materials direct to the
4 public, on plots and portions of plots that are not farms (i.e. no
5 agricultural property tax classification), at a specific location and with
6 established hours of operation. This subsection does not regulate retail
7 sales of plants and landscape materials on a plot or portion of a plot
8 that is a farm.

9 (1) Businesses established after [the effective date of this ordinance]
10 may be located on lots of record existing as of such date that
11 front one of the following road rights-of-way, provided that the
12 lot has one or more driveway openings onto such roadway
13 approved by the governmental entity with jurisdiction over the
14 roadway that all retail-related traffic must use exclusively to
15 access the plot:

- 16 a. Griffin Road
- 17 b. Sheridan Street
- 18 c. Flamingo Road
- 19 d. Volunteer Road
- 20 e. Dykes Road
- 21 f. SW 172nd Avenue
- 22 g. U.S. Highway 27

23 (2) Any location not authorized in paragraph (1) above is permitted
24 only by special exception permit in accordance with paragraph
25 (4), below and Article 112.

26 (3) Such businesses existing as of [effective date of this ordinance]
27 that are not in accordance with of paragraphs (1) or (2), are
28 nonconforming uses that may continue to operate until such time
29 that the use is changed to another use or is discontinued for a
30 period of six (6) consecutive months. The town administrator may
31 grant a single six (6) month extension upon request. In the event
32 the property is sold or leased within the extension period, the
33 balance of the extension shall be transferrable to the new owner
34 or lessee. A business that has lost its nonconforming use status
35 may be re-established on the same plot only upon issuance of a
36 special exception use permit in accordance with paragraph (4)
37 and Article 112.

Ordinance No. 2021-__

New text is underlined and deleted text is ~~stricken~~

(4) The following are requirements of all special exception use permits pursuant to paragraphs (2) and (3) above:

- a. The applicant shall demonstrate how the retail use will be operated in a manner that is consistent with the character of the surrounding neighborhood and will not create a nuisance. Required information shall include: hours of operation; detailed site plan that addresses building size, location, screening and adequate parking for employees and patrons, including disabled-accessible parking, restrooms, ingress and egress of vehicular traffic, setbacks from the street and adjacent properties, outdoor equipment screening or storage, screening of items for retail sale stored outside, and use of outdoor lighting in compliance with Article 95.
- b. The applicant shall demonstrate how stormwater will be retained onsite or appropriately conveyed, as applicable, in compliance with the requirements of this chapter and the applicable drainage district standards.
- c. The property shall adequately buffer and screen abutting residential uses and streets, to the satisfaction of the town council, from the vehicular use areas and portions of the property associated with retail sales, including any portion of the property's periphery where retail customers have access.
- d. The business shall utilize commercial waste collection service.

[existing subsections k. through u. are hereby relettered as l. through v. and references in Sec. 045-050 and 060-030 shall be relettered accordingly]

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

Ordinance No. 2021-____

New text is underlined and deleted text is ~~stricken~~

1 **PASSED ON FIRST READING** this ____ day of _____, 2021 on a motion made
2 by _____ and seconded by _____.

3 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
4 2021, on a motion made by _____ and seconded by
5 _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.331.01

Ordinance No. 2021-____
New text is underlined and deleted text is ~~stricken~~



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Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Jeffrey Katims, Town Planner
DATE: 9/13/2021
SUBJECT: Home Conversion Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

The nursery ordinance that the CPAB recommended to the Council for adoption includes a prohibition against using or converting a dwelling for a nonresidential use. This prohibition is one of several regulations that CPAB recommended that are not included in the streamlined version of the ordinance that regulates commercial retail sale of plants not on farms. During its discussion of the streamlined ordinance on August 23rd, at least one Councilmember requested that the prohibition against home conversions be included in the streamlined ordinance.

In order to maintain the streamlining of the ordinance regulating commercial retail sales of plants not on farms, staff drafted the attached ordinance prohibiting the conversion of dwellings for nonresidential use. The Ordinance clarifies that conversion or use of a dwelling

for a residential accessory use is not precluded by the Ordinance. For example, someone building a new home on a parcel with an existing dwelling could retain the old dwelling and convert it for use as storage, as a home gym, or any other permitted accessory use or combination of accessory uses. Finally, the Ordinance allows Council to approve conversion of a dwelling for nonresidential use through granting of a special exception permit. Granting of a special exception permit requires a 5-0 vote of the Council.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeffrey Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Home_Conversion_Ordinance_-_TA_Approved	9/3/2021	Ordinance

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," 045-030, "GENERAL PROVISIONS" BY CREATING SUBSECTION (X) TO PROHIBIT THE CONVERSION OF A SINGLE-FAMILY DWELLING FOR NONRESIDENTIAL USE WITHOUT FIRST OBTAINING A SPECIAL EXCEPTION USE PERMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches ("Town") was founded to preserve its rural character and the rural lifestyle of its residents; and

WHEREAS, the Town Council finds it necessary to safeguard the residential character of the Town's neighborhoods by regulating the conversion of single-family dwellings for nonresidential use within the Town's residential zoning districts.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 45, "Agricultural and Rural Districts," Section 045-030, "General Provisions," is hereby amended to create Subsection (X) as follows:

* * *

(X) Conversion of single-family dwelling. A building designed, constructed or used as a single-family detached dwelling shall not thereafter be modified or utilized for any nonresidential purpose other than a permitted residential accessory use, unless the Town Council first grants a special exception use permit authorizing the nonresidential use.

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ____ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures are on the Following Page]

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandra Luongo, General Services Manager
DATE: 9/13/2021
SUBJECT: Bergeron Emergency Services Cooperative Agreement

Recommendation

It is recommended that Town Council approve the attached resolution approving the cooperative purchase agreement with Bergeron Emergency Services, Inc. as a vendor to provide Debris Management and Removal services for the Town of Southwest Ranches in the event of a disaster such as a hurricane.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

The Town of Davie competitively solicited proposals pursuant to RFP B-17-57 for Disaster Management and Removal Services and selected Bergeron Emergency Services, Inc. according to the requirements of RFP B-17-57.

The Town of Davie, pursuant Resolution R-2017-248 authorized the Town Administrator or his designee to negotiate an agreement for these services. The Davie Town Council accepted the agreement with Bergeron Emergency services, Inc. on September 6, 2017 pursuant to R-

2017-288.

The initial agreement term was for a period of three (3) years commencing on the date of final execution of the agreement with extension options for two (2) additional three (3) year periods upon mutual agreement of the parties, with contract renewals to be handled administratively. The Town of Davie has renewed and extended this contract until September 2023.

The Town of Southwest Ranches wishes to utilize this competitive procurement and the resulting Davie Agreement as an emergency/disaster services contract for the performance of the items set forth in the Davie agreement.

Fiscal Impact/Analysis

Bergeron Emergency Services, Inc. shall assist the Town in completing all forms and follow all protocol necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway administration (FHA) or designated local agencies, relating to costs arising out of debris removal and disaster response/recovery services.

Bergeron Emergency Services, Inc. and the Town acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed following a disaster event. Additionally, the Town shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

The addendum rates have been adjusted to current market pricing and are equal to and correspond directly with the current Town of Davie contracted rates. This service shall be provided by vendors, as required, at no anticipated additional cost to the Town assuming full (100%) Federal and/or State reimbursement.

Staff Contact:

Sandra Luongo, General Services Manager
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Bergeron Debris Removal Reso - TA Approved	9/3/2021	Resolution
Exhibit A - Davie Bergeron Agreement	8/27/2021	Exhibit
EXHIBIT B - TOWN AGREEMENT 2021_BES Comments	9/3/2021	Exhibit
Exhibit C - Davie Resolution	8/27/2021	Exhibit
Exhibit D - Bergeron Davie Renewal	9/3/2021	Exhibit
Exhibit E - Bergeron Proposal	8/31/2021	Exhibit

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGYBACKING ONTO THE PROCURED AGREEMENT BETWEEN BERGERON EMERGENCY SERVICES, INC. AND THE TOWN OF DAVIE TO PROVIDE DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Town Council hereby approves piggybacking onto the procured Agreement between the Town of Davie and Bergeron Emergency Services, Inc to provide Disaster Debris Management & Removal Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

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

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

[Signatures on following page]

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

Ranches, Florida, this ____ day of _____, 2021, on a motion by _____ and
seconded by _____.

Breitkreuz ____
Hartmann ____
Allbritton ____
Jablonski ____
Kuczenski ____

Ayes ____
Nays ____
Absent ____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.247.01

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

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

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-17-57 Disaster Debris Management and Removal Services**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms, Pricing and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **May 12, 2017**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

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

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

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

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

6. The Contractor will be responsible for servicing the legal boundaries of the Town of Davie west of University Drive. In the event that the firm contracted to service the east side of the Town of Davie fails to perform, the Contractor upon written authorization from the Town Administrator or designee, shall also service the east side of the Town of Davie under the same terms and conditions.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 6th day of September, 2017.

Bergeron Emergency Services, Inc.

By: [Signature]

(Signature)

Name: TERESA BERGERON

(Print)

Title: VICE PRESIDENT

Date: 9/5/17

Attest: [Signature]

Corporate Seal/Notary Public

TOWN OF DAVIE

By: [Signature]

Mayor Judith Paul

Date: 9/5/17

Attest: [Signature]

Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

[Signature]
John Rayson, Town Attorney

Corporate Seal/Notary Seal



Agreement No. B-17-57 Christy Fink

B-17-57 Disaster Debris Management & Removal Services

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

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

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

B-17-57 Disaster Debris Management & Removal Services

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

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

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

EXHIBIT B - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

BERGERON EMERGENCY SERVICES, LLC

FOR

DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES

**AGREEMENT FOR
DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES**

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this _____ day of _____ 2021 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Bergeron Emergency Services, Inc., ~~a foreign limited liability company~~ Florida Corporation (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to obtain certain disaster debris management and removal ~~monitoring~~ services and financial recovery assistance; and

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

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

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

WHEREAS, after review, the Town Council of Davie accepted the negotiated contract with Bergeron Emergency Services, Inc. ("Davie Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

WHEREAS, the Town has adopted Resolution No. 2021- _____ at a public meeting of the Town Council approving this Agreement as a cooperative purchasing agreement ~~agreements~~ to the Davie Agreement.

NOW THEREFORE, in consideration of the foregoing premises 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 Agreement, the Contractor agrees to perform the work set forth in Exhibit "A" and which is made a part hereof by this reference (hereinafter referred to as "Work"). This Agreement, as well as Exhibit "A" 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, this Agreement shall control ~~and further, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria~~. Contractor shall not proceed with any Work under this Agreement without a written Notice to Proceed setting forth the specific items of Work in Exhibit "A" that the Town desires Contractor to perform.

- 1.2 All Work rendered pursuant to this Agreement 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 Agreement, all of the Contract Documents, ~~good construction practices for this type of Work performed in Broward County, Florida~~ and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

Commented [A1]: This is not a construction contract.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

"DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES

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- 2.2 Town shall have the ability to terminate this Agreement upon the terms set forth in Exhibit "A," and/or as set forth in Section 18 below.

Section 3: Compensation & Method of Payment

- 3.1 ~~Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$ _____ Dollars ("Contract Price"). The Town agrees to make payment in accordance with the Pricing attached hereto and incorporated herein as Exhibit "B."~~

Commented [A2]: Total Contract Value will have to be estimated at the time of the event. It is a unit price contract and BES gets paid for the work it does for the prices in the agreement.

- 3.2 ~~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 Prices provided under Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess shall be firm and fixed for the Term of the Contract, including any extension or option periods.~~ The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.

Commented [A3]: Joe, does this need to be struck or reworded? They have it confused with a monitoring contract.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town ~~for no more than 30-day periods once every 30 days~~, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.

Commented [A4R3]:

- 3.4 ~~The Contractor should submit regular invoices Invoice format and documentation should be acceptable for FEMA reimbursement. Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of~~

~~payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.~~

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. ~~Payment for work shall be authorized upon completion of the Work. Invoices will be subject to verification and approval by the department requesting the service. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. 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 damaged requiring correction or replacement, (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 the 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 Town.

Section 4: Assignment

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

Commented [A5]: There will be self-performance, but we will have to have subcontractors.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement.
- 6.2 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.
- 6.3 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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to 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 who 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 Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 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 **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against 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 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.

6.7 Contractor shall provide 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 Agreement and, at any time thereafter, upon request by Town.

6.8 Contractor's Insurance Policies shall be endorsed to provide 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:

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

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

6.10 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.

6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING 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 AGREEMENT.**

6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against 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.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 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 Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: 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 Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the 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 attorney's fees, at both trial and appellate levels, to the extent caused by the actual negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the 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. Provided, however, that Contractor shall not be required to indemnify the Town, its officers and employees, to the extent such liabilities, damages, losses and costs arise from the negligence, recklessness, or willful misconduct of the Town, its officers and employees.~~ Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

In addition to any other indemnification obligations Contractor may have to Town under the Contract Documents:

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Contractor shall ensure that all services provided to Town under this Agreement shall comply with any and all applicable FEMA compliance requirements as indicated In the Stafford Act, and any and all applicable regulations, guidance documents and any additional Interpretations. ~~In the event that FEMA or any governmental agency involved with the provision of Public Assistance to the Town as referenced in the Stafford Act and all related regulations, determinesthat Services provided by contractor under this, or any Agreement with Town and for which the Town provided payment to Contractor under this Agreement, did not comply with FEMA or any other governmental requirements, Contractor shall be directly liable for remuneration to Town for any and all amounts de-obligated by FEMA, Florida Department of Emergency Management or any either governmental body assigned with adulting and enforcing provisions of the Stafford Act.~~

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, 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, 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 Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period 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 Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or 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 conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

Commented [A6]: This language seems to describe a "contingency contract". We as the contractor are not allowed to enter into a contract contingent on FEMA funding.

an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement 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 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement 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 14: No Third-Party Beneficiaries

This Agreement 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 Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

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

Section 16: 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 educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to 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 Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: 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 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, 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 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 the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF

SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall 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 Town. Upon being notified of 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 Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, 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, Town may terminate this Agreement 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 Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and 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 Agreement, 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 in addition to reasonable attorney's fees.
- D. Termination for Lack of Funds.** ~~In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and 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 Agreement,~~

~~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 Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement 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 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 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 Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the

Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND 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 AGREEMENT.

Section 25: 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 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Agreement 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 Agreement prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Agreement 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 Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall ~~solely~~ decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this

Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. ~~Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design 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 the 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. ~~Notwithstanding any other provision in this Agreement, Contractor reserves the right to pursue any remedies available under law after pursuing the provisions in this Section 30.~~ Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 31: 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 Town:

Town of Southwest Ranches
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:

Email: _____

Section 33: 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 Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this

Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement 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 Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. 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 Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against 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 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 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 Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. 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 Agreement 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 Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** 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 Agreement 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.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 34: Federal, State, or local grant

To the extent that this Project is funded in whole or in part by any Federal, State, or local

grant, the Contractor shall comply with any and all applicable grant terms or conditions, including Florida Division of Emergency Management (Division) Hazard Mitigation Loss Program Grant.

A. 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.

B. 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 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of

Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST

RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2021.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitreuz, Mayor
____ day of _____ 2021

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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RESOLUTION NO. R-2017-288

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED CONTRACT WITH BERGERON EMERGENCY SERVICES, INC. FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES FROM RFP B-17-57 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie selected Bergeron Emergency Services, Inc. in accordance with RFP B-17-57 for Disaster Debris Management and Removal Services; and

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services through resolution R-2017-248; and

WHEREAS, after review, the Town Council wishes to accept the negotiated contract with Bergeron Emergency Services, Inc.

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

SECTION 1. The Town Council hereby accepts the agreement with Bergeron Emergency Services, Inc. for Disaster Debris Management and Removal Services.

SECTION 2. The Town Council hereby authorizes the expenditures of funds over \$25,000 in accordance with the awarded fixed prices on an as-needed basis.

SECTION 3. The initial term of the contract is for three years. The Town will have the option to renew this contract for two additional three-year periods upon the same terms and conditions. Any contract renewals will be handled administratively.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF SEPTEMBER, 2017.

ATTEST:

TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 6th DAY OF SEPTEMBER, 2017.

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CONTRACT RENEWAL

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department:	Public Works
Solicitation Type:	<input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal <input type="checkbox"/> Piggyback
Description of Services:	Disaster debris management and removal services. These services would be used in the event of a declared emergency.
Reason for Renewal	There is an option to renew, and the department wants to do so. This extension is the first of two available 3-year extensions. Bergeron Emergency Services, Inc. has demonstrated their ability to respond to emergency events.

TOWN OF DAVIE CONTRACT	
Company Name:	Bergeron Emergency Services, Inc.
Company Contact Person:	Jason Otilige
Phone Number:	(786) 554-3270
Email:	jotilige@bergeroninc.com
Town Contract No.:	B-17-57
Lead Agency Name:	Town of Davie
Lead Agency Solicitation No.:	B-17-57

Lead Agency Solicitation Title Name:	Disaster Debris Management & Removal Services
Lead Agency Contract Award Date:	9/06/2017
Town Award Resolution(s) Number:	R-2017-288
Current Contract Term:	9/06/2017 - 9/05/2020
Annual Contract Amount:	Dependent upon usage in the event of a declared disaster

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

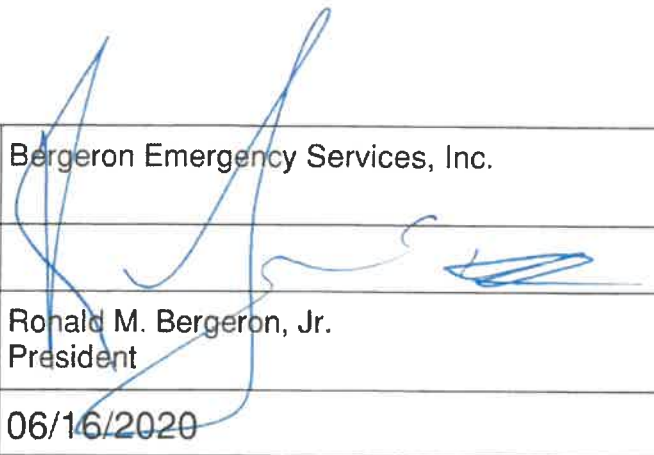
NEW CONTRACT TERM	
Beginning Date of New Contract Term:	9/06/2020
End Date of New Contract Term:	9/05/2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.


2. **SUCCESSORS AND ASSIGNS.** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.


CONTRACTOR

Company Full Legal Name: (PLEASE TYPE OR PRINT)	Bergeron Emergency Services, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Ronald M. Bergeron, Jr. President
Date:	06/16/2020
Company Address	19612 SW 69th Place Fort Lauderdale, FL 33332


TOWN OF DAVIE – Department Director or designee

Authorized Signature:	
Printed Name Signing:	Osdel Larrea
Date:	06/16/2020

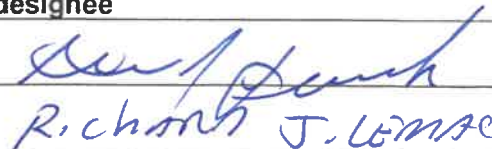
TOWN OF DAVIE – Procurement Manager or designee

Authorized Signature:		Digitally signed by Brian K. O'Connor
Printed Name Signing:		Date: 2020.07.22
Date:		14:35:43 -04'00'

TOWN OF DAVIE – Budget and Finance Director or designee

Authorized Signature:		Digitally signed by William Ackerman DN: cn=William Ackerman, o=Town of Davie, ou=Budget and Finance, email=wackerman@davie-fl.gov, c=US
Printed Name Signing:	William Ackerman	Date: 2020.07.22 16:03:47 -04'00'
Date:		

TOWN OF DAVIE – Town Administrator or designee

Authorized Signature:	
Printed Name Signing:	Richard J. Lemack
Date:	7-23-2020



ADDENDUM TO RFP DOCUMENTS

SOLICITATION **RFP No. B-17-57 Disaster Debris Management & Removal Services**

ADDENDUM No. **1** **RFP OPENING DATE** **04/28/17 at 2:00 PM EST** **TODAY'S DATE** **4/17/2017**

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Clarifications:

1. The reporting requirements for the DMC remain unchanged from the RFP document.
2. "EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT" Form shall be signed and included in proposal package. Copies of said information would be requested only of awarded Contractor(s) as applicable.

Q&A:

1. Q) Could the town provide an average haul distance and a maximum haul distance for Line Items 1D, 2D and 3D – Haul to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties?

A) Contractor will be responsible to estimate the distance north of Palm Beach County anywhere within the State of Florida. Note that these items only pertain to the temporary debris staging and reduction site.
2. Q) With Tipping Fees being a pass through as stated on page 44 section 14 – please confirm disposal rates are not to be included in the proposed unit rates on the price form.

A) Refer to Section 14.3 that reads as follows: Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Town at cost. Contractor will likewise reimburse Town for any revenue received for salvaged or recycled materials.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:

Contractor

Authorized Representative (Printed)

Title

Signature

Date



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services**ADDENDUM No.** 2 **RFP OPENING DATE** 05/12/17 at 2:00 PM EST **TODAY'S DATE** 4/20/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents.

RFP Response Deadline Extended:

- The RFP response deadline is hereby extended to **2:00 pm EST on May 12, 2017.**
- The deadline for questions is now 12:00 pm Noon EST on May 4, 2017.

Reviewed by:

A handwritten signature in black ink, appearing to read "B. Hannon", is written over a horizontal line.

Purchasing Manager
Purchasing Division



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

ADDENDUM No. 3 **RFP OPENING DATE** 05/12/17 at 2:00 PM EST **TODAY'S DATE** 4/27/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Clarification:

1. Item 2.12 is hereby updated:

“The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two ~~(3)~~ (2) additional two (2) year periods...”

2. Price Form updates will be included in a future addendum.

Q&A:

1. **Q)** Tab 10 – 4. “4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.” Can the Town identify which document they are looking for in response to this requirement?

A) Firms should provide copies of any current licenses/certifications. Licenses may include, but not be limited to Certified General Contractor, Certified Pollutant Storage System Contractor, etc.

2. **Q)** Tab 10 – 5. “5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.” Can the Town identify which document they are looking for in response to this requirement?

A) Legal records/documentation of same.

3. **Q)** P. 2 states that 1 original, 3 duplicate copies and 1 Flash drive are to be submitted. P. 6 states that 1 original, 1 copy and 1 flash drive are to be submitted. Which is the correct amount?

A) 1 original, 3 duplicate copies and 1 Flash drive are to be submitted.

4. **Q)** P. 48 states that the original bid bond is to be in a sealed envelope and attached within the response package. Does this mean that the bid bond is to be in a separate envelope and not within the bound Proposal Submittal?
- A)** The original bid bond is to be placed in a sealed envelope within the response package/box "container"; it may be tucked into the bound proposal package within the container.

Reviewed by:



Purchasing Manager
Purchasing Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

ADDENDUM No. 4 **RFP OPENING DATE** 05/12/17 at 2:00 PM EST **TODAY'S DATE** 5/2/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Page updates:

1. **The Price Form pages 50-54 are hereby replaced by the attached Price Form pages 50(a)-54(a).**
 - a. "~~Strikethrough~~" text indicates language has been eliminated, "**bolded and underlined**" text indicates updated/added language.
2. **Pages 39 is hereby replaced with attached page 39(a).**
 - a. "~~Strikethrough~~" text indicates language has been eliminated.

Q&A:

Q1) Item Number 10 of the Price Form states "Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit". Generally vehicles and vessels are priced differently as vehicle lengths are somewhat standard and vessel lengths can vary greatly. In addition, removal and transport of these differ greatly. Would the Town consider having these as two different pricing items?

A1) No.

Q2) Item Number 12 of the Price Form states "Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site". Would the Town consider changing the requirement to be placing the material on the ROW as that material tends to get co-mingled with vegetative debris on the ground. This has been the standard in the industry.

A2) Yes. Cutting and dropping onto ROW to go into vegetative stream.

Q3) Item Number 13 of the Price Form states "Hangers 2 inches and greater per tree". The item does not state where the material will be placed. Generally it is placed on the ROW for collection by Item 1, ROW debris collection crews. Can the Town clarify this item?

A3) Refer to response to preceding question.

Q4) Under Part E: Optional Services of the Price Form Price Item I states “Debris removal from lakes and canals CY”. Can the Town clarify where the material will be delivered? Generally it is delivered to a TDSRS.

A4) Yes. It will be delivered to the TDSRS.

Q5) Item Number 14 of the Price Form states “Cleaning of Catch Basins (Includes disposal) Each”. Please confirm that the disposal cost is a pass thru.

A5) Yes. The disposal fee/cost will be a pass through.

Q6) Item Number 14 of the Price Form states “Cleaning of Catch Basins (Includes disposal) Each”. Please confirm that the disposal cost is a pass thru.

A6) Yes. The disposal fee/cost will be a pass through.

Q7) Section 5.0 - Price Form – Line Item 10 - Would the Town consider creating a separate line item for abandoned vehicles instead of lumping them in with derelict vessels.

A7) Reference attached updated Price Form, Part E.

Q8) Section 5.0 - Price Form – Line Item 16 – Please clarify the term clean – Does the Town have a specification for clean fill dirt.

A8) Non-muck fill that is free of debris and materials larger than two (2) inches.

Q9) Line Items 2D and 3D – Haul to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties is to haul debris from the ROW to the Final Disposal Site. Will the Town provide a maximum haul distance for these two line items or is it solely the Contractor’s responsibility to assess the final disposal site. Will the Contractor have sole discretion on which lawful final disposal site we chose to use?

A9) The Town and the contractor will evaluate the available options for a final disposal site. Ultimately, the decision will be made by the Town.

Reviewed by:



Purchasing Manager
Purchasing Division

Acknowledged by:

Contractor

Authorized Representative (Printed)

Title

Signature

Date

Town of Davie
Disaster Debris Management & Removal Services

SECTION 5.0 PRICE FORM

PRICE PROPOSAL: 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.

Part A: HOURLY RATES

- | | |
|-------------------------|-------------------|
| 1. Project Manager | \$ _____ per hour |
| 2. Operations Managers | \$ _____ per hour |
| 3. Crew Foreman | \$ _____ per hour |
| 4. Skilled Sawman | \$ _____ per hour |
| 5. Tree Climber | \$ _____ per hour |
| 6. Administrative Staff | \$ _____ 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\$ _____ (0-15 miles)

1B\$ _____ (15.01-30 miles)

1C\$ _____ (30.01-45 miles)

1D\$ _____ (45.01+ miles)

1A\$ _____ (to a location within Town of Davie Legal Boundaries)

1B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)

1C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)

1D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard

2A\$ _____ (0-15 miles)

2B\$ _____ (15.01-30 miles)

2C\$ _____ (30.01-45 miles)

2D\$ _____ (45.01+ miles)

2A\$ _____ (to a location within Town of Davie Legal Boundaries)

2B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)

2C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)

2D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

**Town of Davie
Disaster Debris Management & Removal Services**

Price Form Continued

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

3A\$ _____ **(0-15 miles)**

3B\$ _____ **(15.01-30 miles)**

3C\$ _____ **(30.01-45 miles)**

3D\$ _____ **(45.01+ miles)**

3A\$ _____ (to a location within Town of Davie Legal Boundaries)

3B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)

3C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)

3D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ _____

5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ _____

6(a). White Goods Collection & Recycling \$ _____

6. Freon Management and Recycling Per Unit \$ _____

7. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ _____

8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard

8A\$ _____ **(0-15 miles)**

8B\$ _____ **(15.01-30 miles)**

8C\$ _____ **(30.01-45 miles)**

8D\$ _____ **(45.01+ miles)**

9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound

- ~~10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit~~ \$ _____

11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 24 inch to 35.99 inch diameter Each \$ _____

B. 36 inch to 47.99 inch diameter Each \$ _____

C. 48 inch and larger diameter Each \$ _____

12. Hazardous Leaners **Cutting and Dropping on ROW to go into vegetative stream:**

~~Loading and Hauling to a Temporary Debris Staging and Reduction Site:~~

A. 6 inch to 23.99 inch diameter Each \$ _____

B. 24 inch to 35.99 inch diameter Each \$ _____

C. 36 inch to 47.99 inch diameter Each \$ _____

D. 48 inch and larger diameter Each \$ _____

13. Hangers 2 inches and greater per tree **Cutting and Dropping on ROW to go into vegetative stream:** \$ _____

Town of Davie
Disaster Debris Management & Removal Services

Price Form Continued

14. Cleaning of Catch Basins (Includes disposal) Each	\$ _____
15. Cleaning of Drainage Pipes Linear Feet	\$ _____
16. Clean, Fill Dirt per Cubic Yard	\$ _____
17. Clean Fill Dirt and Sodding per Square Foot Cubic Yard	\$ _____
18. Add Fill Dirt per Cubic Yard	\$ _____

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ _____
2. JD 644 Wheel Loader with debris grapple	\$ _____
3. Extendaboom Forklift with debris grapple	\$ _____
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ _____
5. 753 Bobcat Skid Steer Loader with bucket	\$ _____
6. 30-50 HP Farm Tractor with box blade or rake	\$ _____
7. 2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$ _____
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
9. JD 648E Log Skidder, or equivalent	\$ _____
10. CAT D4 Dozer	\$ _____
11. CAT D5 Dozer	\$ _____
12. CAT D6 Dozer	\$ _____
13. CAT D7 Dozer	\$ _____
14. CAT D8 Dozer	\$ _____
15. CAT 125 – 140 HP Motor Grader	\$ _____
16. JD 690 Trackhoe with debris grapple	\$ _____
17. JD 690 Trackhoe with bucket & thumb	\$ _____
18. Hand-Fed Debris Chipper	\$ _____
19. 300 – 400 HP Horizontal Grinder	\$ _____
20. 800 – 1,000 HP Horizontal Grinder	\$ _____
21. 30 Ton Crane	\$ _____
22. 50 Ton Crane	\$ _____
23. 100 Ton Crane (8 hour minimum)	\$ _____
24. 40 – 60' Bucket Truck	\$ _____
25. Greater Than 60' Bucket Truck	\$ _____

52(a)

**Town of Davie
Disaster Debris Management & Removal Services**

Price Form Continued	
26. Fuel / Service Truck	\$ _____
27. Water Truck	\$ _____
28. Portable Light Plant	\$ _____
29. Lowboy Trailer with Tractor	\$ _____
30. Flatbed Truck	\$ _____
31. Pick-up Truck (unmanned)	\$ _____
32. Self-Loading Dump Truck with debris grapple	\$ _____
33. Single Axle Dump Truck, 5 – 12 cu. yd.	\$ _____
34. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
35. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
36. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
37. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
38. Temporary Office Trailer DAILY RATE →	\$ _____

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	\$ _____	\$ _____
2. 15 KW Generator	\$ _____	\$ _____
3. 25 KW Generator	\$ _____	\$ _____
4. 50 KW Generator	\$ _____	\$ _____
5. 75 KW Generator	\$ _____	\$ _____
6. 100 KW Generator	\$ _____	\$ _____
7. 175 KW Generator	\$ _____	\$ _____
8. 250 KW Generator	\$ _____	\$ _____
9. 300 KW Generator	\$ _____	\$ _____
10. 350 KW Generator	\$ _____	\$ _____
11. 500 KW Generator	\$ _____	\$ _____
12. 750 KW Generator	\$ _____	\$ _____
13. 800 KW Generator	\$ _____	\$ _____
14. 1000 KW Generator	\$ _____	\$ _____
15. 1250 KW Generator	\$ _____	\$ _____
16. 1500 KW Generator	\$ _____	\$ _____

53(a)

**Town of Davie
Disaster Debris Management & Removal Services**

Price Form Continued		
17. 1750 KW Generator	\$ _____	\$ _____
18. Trailers <u>Tails</u>	\$ _____	\$ _____
19. Cables (400 amp) 50 ft	\$ _____	\$ _____

Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
1. Debris removal from lakes and canals	PER CY	\$ _____
2. Restoration of canal banks and slopes	PER LF	\$ _____
3. Removal of motor vehicles including towing, processing and disposal	<u>Per Vehicle on land</u>	\$ _____
	<u>Per Vehicle in water-way</u>	\$ _____
4. Removal of boats including towing, processing and disposal Per LF of	<u>Per LF of Vessel on land</u>	\$ _____
	<u>Per LF of Vessel in waterway</u>	\$ _____
5. Provision of emergency potable water	PER Gallon	\$ _____
6. Provision of emergency ice	PER LB	\$ _____
7. Temporary bathrooms / port-o-lets PER	PER Unit	\$ _____
8. Provision of temporary satellite phones PER	PER Phone/Per Day	\$ _____
9. Sewer, culvert and catch basin cleaning including transportation and disposal	PER EA <u>LF</u>	\$ _____

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: _____

For (Company): _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Email: _____

Town of Davie
Disaster Debris Management & Removal Services

Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Town and present such sites to the Town for review. DMC shall obtain, on behalf of the Town, and shall provide the Town with a written contract for each disposal site. The Town shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should **not** be included in the prices listed on the "**Proposal Form**". The Town shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

7. RESIDENTIAL DROP-OFF SITES

The Town may elect to open a number of Drop-Off Sites to allow Town residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 8.1. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Town in writing. ~~DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Town's Contract Manager.~~ DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. **Removal of Vehicles and Vessels** – DMC, as directed by the Town, shall remove vehicles and vessels from land and waterways. ~~DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Town's Contract Manager.~~
- 8.3. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.

PROPOSAL

RFP# B-17-57



Town of Davie Budget and Finance/Purchasing Division
Attn: Purchasing Manager, Brian K. O'Connor
6591 Orange Drive
Davie, FL 33314

May 12, 2017

DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES



BERGERON

16912 SW 69th Place
Ft. Lauderdale, FL 33332
954-680-6100
Bergeronemergencyservices.com



Authorization

(i) Request for Proposal	B-17-57			
(ii) Offeror's name, address, telephone, and facsimile numbers	Bergeron Emergency Services, Inc. 19612 SW 69 th Place Ft. Lauderdale, FL 33332 954.680.6100 866.757.7656 (fax) www.bergeronemergencyservices.com			
(iii) Extent of Agreement with Terms	By fact of signature contained herein, Bergeron Emergency Services, Inc. agrees to the extent of the agreement with all terms, conditions and provisions included in the solicitation and agree to furnish any or all items upon which prices are offered at the price set opposite each item.			
(iv) Persons authorized to negotiate on the offeror's behalf with the Solid Waste Authority of West Palm Beach, Florida	Ronald M. Bergeron, Jr. President 954.680.6100 866.757.7656 (fax) shannmunoz@gmail.com	Brian Thomason Vice President-Operations 954.680.6100 866.757.7656 (fax) bthomason@bergeroninc.com		
(v) Acknowledgement of Addenda	1 4/17/2017	2 4/20/2017	3 4/27/2017	4 5/02/2017
(vi) Person authorized to sign the proposal	 Ronald M. Bergeron, Jr. President			

This proposal includes data that shall not be disclosed outside The Town of Davie and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, The Town of Davie shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit The Town of Davie to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets within this volume



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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BERGERON



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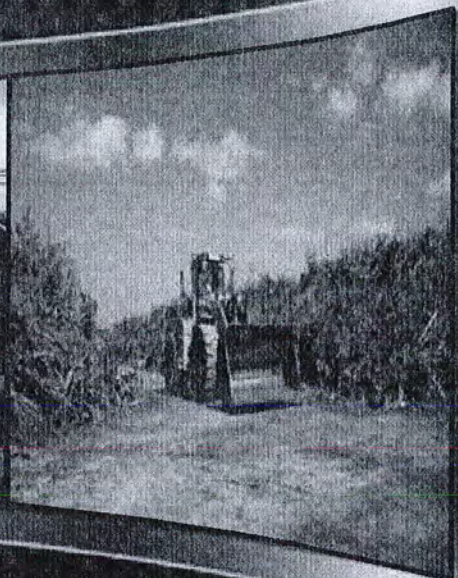
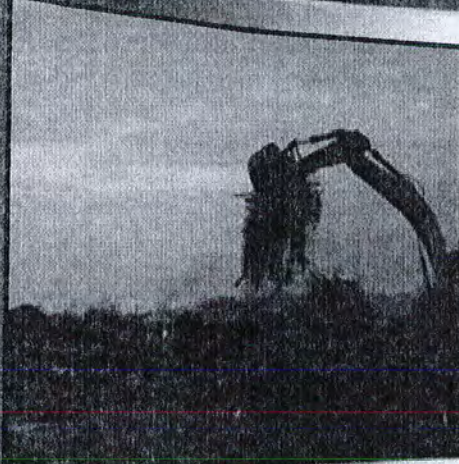


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Tab 2: Letter of Interest



BERGERON



2.0 Letter of Interest



May 11th, 2017

Town of Davie -- Procurement Division
ATTN: Brian K. O'Connor, C.P.M.
6591 Orange Drive
Davie, Florida 33314

RE: RFP# B 17-57 Disaster Debris Management & Removal Services

To whom it may concern,

Bergeron Emergency Services, Inc. (BES) is pleased to submit this proposal for the above referenced Request for Proposal to the Town of Davie, FL for its consideration. BES is dedicated to providing the highest level of quality services; working within the time period required with regulatory compliance as to new task and has an unmatched record of success in the disaster recovery industry. Our goal is to provide those same services to the Town, in addition to helping the Town maximize its federal reimbursements for such services.

History

BES incorporated in Florida in 2006 is a wholly owned subsidiary of Bergeron Land Development, Inc. (BLD), specializing in heavy highway and civil construction. BLD is a privately owned corporation with its corporate offices located in Western Broward County, Florida since its formation over 50 years ago, in July of 1965. BLD has been providing disaster recovery services in the United States since 1992, starting with Hurricane Andrew in Homestead, FL. BES served affected communities under multiple disaster recovery contracts in 2004 through 2006, including eight municipalities in Broward County, the Broward County School Board, and multiple federal and state agencies, as further illustrated in our proposal. For example, in 2005 BES cleaned up a total of 278 schools in Broward County while still allowing school to be in session. BES has the ability to provide general contractor work for vertical contracts, as well as debris removal.

As prime contractor for ice storm operations in 2009 in the State of Kentucky, BES is the only contractor in the Commonwealth's 12 districts who received an outstanding work performance grade from District headquarters in Frankfort, Kentucky in the six counties awarded to BES. In 2010, BES was involved in a large-scale recycling project for Broward County Waste and Recycling Services. The project consists of processing more than 300,000 cubic yards of hurricane debris that had been stockpiled for over five years. BES screened, ground, and hauled this processed material according to its composition and put it to a beneficial/recycled use. In October 2012 BES aided the Town of Plantation, Florida in a debris removal project, due to the aftermath of tornado damage to several local residences. BES and its dedicated staff recently completed projects in New York and New Jersey following Super-storm Sandy. BES was the prime contractor for the Township of Colli's Neck, NJ for curbside debris removal. In New York, BES provided stump removal and flush-cuts in city parks, in all five New York City boroughs. That specific project was for the US Army Corps of Engineers and enhanced our federal contracting experience. In October 2016 BES was the prime contractor for Volusia County School Board, Marion County, Seminole County, Indian River County and FDOT 5 in Volusia County and Brevard County following Hurricane Matthew. BES simultaneously cleaned up over 30 schools and school was able to allow for school to reopen just 48 hours following the storm. BES also aided in the cleanup of state roads in Volusia County and Brevard County as a prime contractor.

Understanding of the Funding Process

Many of our clients have not faced a disaster before; it is our goal to assist them through the often cumbersome Public Assistance Program to maximize their reimbursement potential. BES has a thorough understanding of the federal disaster recovery funding programs available to the Town. This basic but very important understanding of the federal funding resources available to the Town for disaster recovery costs could be the difference of weeks versus months of receiving reimbursement for monies expended.

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) Grant Program reimburses state and local governments and certain private non-profit organizations for the actual cost of work required as a result of a disaster. The program also provides funds for certain hazard mitigation projects. Eligible work is documented on a Project Worksheet (PW). The PW is used to record a detailed description of the work done, the scope of eligible work, estimated or actual cost, and special considerations associated with the project. FEMA then reviews, approves and obligates the entire federal share of that project. Once FEMA obligates a PW, the funds become immediately available to the Town for disbursement to applicants. In order to facilitate the processing of the PA grants, FEMA distinguishes between emergency work and permanent work that requires repair or replacement of such things as roads, buildings and schools.





Town of Davie, FL

Disaster Debris Management and Removal Services

FEMA further divides disaster-related work into seven categories. The use of Immediate Needs Funding (INF) allows for the applicant to request up to 50% of the initial damage assessment that was submitted for the disaster declaration process. If these funds are granted, they are deducted from the first and initial Project Worksheet.

Our work over the past storm seasons has enabled us to learn from our experiences and provide technical assistance services to our clients to interpret and comply with the FEMA Public Assistance program documentation requirements. Through our experiences with debris-related disaster relief services we have developed a process that allows clients to identify, submit and receive grant funds for disaster recovery reimbursement from agencies such as EPA, USDA, NRCS, FHWA and FEMA. The BES team will assist the Town to define their Scope of Work, identify eligible damages, provide the client with information needed to prepare status reports required by governmental agencies, offer methods to successfully partner with federal and state officials, and provide information regarding "alternate and mitigation projects." BES has also been successful supporting our clients through audits with the aforementioned agencies.

Land Operations:

- Emergency Response
- Large Scale Debris Removal
- Debris Reduction and Disposal
- Tree Trimming and Removing
- Demolition
- Sand Removal from ROE
- Beach Sand Screening and Replacement
- Emergency Berm Construction
- Land Clearing
- Site Preparation
- Road and Utility Work
- Cellular Tower Construction

Marine Operations:

- Emergency Response
- Marine Construction
- Marine Salvage
- Debris Removal from Inland and Off-shore Waters
- Beach Replenishment
- Water Restoration
- Dredging
- Bulkhead and Pier Construction
- Vessel Recovery and Demolition

Other Services:

- Portable Housing
- Temporary Power Services
- Energy, Ice, Water and Other Consumables
- Hazardous Material Handling
- Technical and Management Assistance
- Bio-Mass Recycling
- Vertical Construction/Repairs
- Temporary Roofing
- Underground Utility Repairs
- Emergency Road Repair

Our flexible technical approach in combination with our strict quality control and company-owned resources have led to an industry proven standard in which our full-time staff will dedicate itself to the Town's Emergency Management recovery efforts should it face a disaster of any type, natural or man-made.

Your primary contacts and for this solicitation will be:

Mr. Jason Ottillio, BES' Operations Manager (Primary Contact)

Office Phone: 954-580-6100 ext 223, Cell Phone: 786-554-3270 and Email: JOttillio@bergeroninc.com

Mr. Ronald M. Bergeron, Jr., BES' Owner/President (Binding Principal)

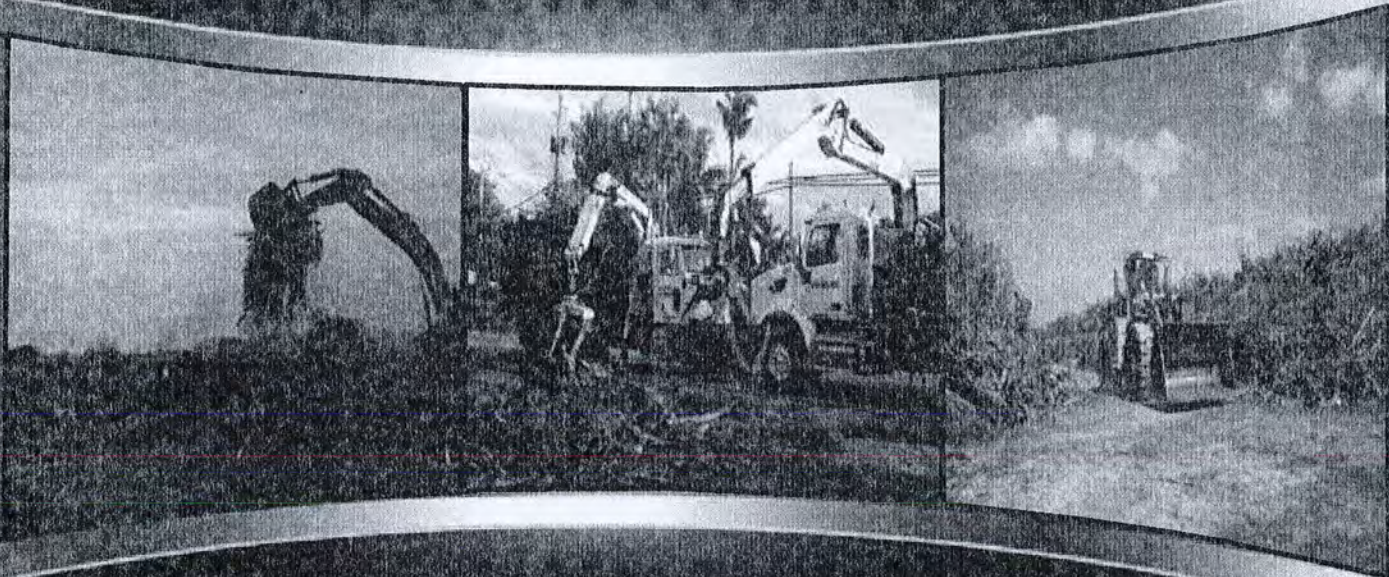
Office Phone: 954-580-6100 and Executive Assistant's Email: ghannmunoz@gmail.com

This proposal is in all respects fair and in good faith without collusion or fraud and the signer of this proposal has the authority to bind the principal proponent. Please accept this transmittal letter and proposal as a firm and irrevocable statement by which BES believes it to be the most qualified firm to perform the necessary tasks outlined in this request for "Disaster Debris Management and Removal Services".

Sincerely,

Brian L. Thomason,
Vice President of Operations

Tab 3: Disaster Experience and Ability



BERGERON



3.0 Disaster Experience and Ability

3.1 History of the Firm

Bergeron Emergency Services, Inc. is a wholly-owned subsidiary of Bergeron Land Development, Inc. (BLD), and is incorporated in the State of Florida. BES responded to more than 43 midsize to large events over the past 50 years (9 years BES, 41 as BLD) from hurricane responses for categories 1 – 5 and tornadic events ranging from EF 1 -2. BES routinely coordinates with Federal agencies in addition to state and local regulators during disaster events.

Since Hurricane Andrew in 1992, BES, under Bergeron Land Development, Inc. had been providing emergency and disaster recovery management services on the Federal, State, and Local levels with 12 hurricane deployments (with multiple applicant's) in Florida alone. As the frequency and magnitude of disaster events increased, our 'Emergency Services Division' continued to grow. The need to employ experienced individuals with a more specialized disaster recovery background became evident. Bergeron Land Development responded and the result was the creation of Bergeron Emergency Services, Inc. (BES) to provide the specialized skills, training and execution to be always available for rapid deployment. Reaping the benefits as a wholly-owned subsidiary of Bergeron Land Development, operating under its corporate umbrella and having full access to the strength of the Bergeron Family of Companies, Bergeron Emergency Services, Inc. brings with it 50 years of emergency and disaster response experience, a stellar reputation, unquestionable integrity, unparalleled financial strength and proven successes.

BES has the authority to draw upon the full complement of resources found in the Bergeron family of companies. BES and its sister and parent companies maintain a close alliance so as to ensure that the requirements of the contract will be achieved.

The Bergeron Family of Companies is comprised of 38 separate and diverse companies. The pillar companies of the of the Bergeron corporate structure are:

- ▶ Bergeron Land Development, Inc. (BLD) - Parent Company
- ▶ Bergeron Emergency Services, Inc. (BES) - Wholly Owned Subsidiary of Bergeron Land Development, Inc.
- ▶ Bergeron Land Development of Central Florida, Inc. (BLD) - Wholly Owned Subsidiary of Bergeron Land Development, Inc.
- ▶ Bergeron Sand, Rock and Aggregate, Inc. (BSRA) - Bergeron Affiliate
- ▶ Bergeron Properties and Investment Corporation, Inc. (BPIC) - Bergeron Affiliate
- ▶ SunBergeron JV (Sun) - Bergeron is 50% Partner with Sun Recycling
- ▶ Florida Secure Self Storage, Inc. (FSSSI) - Bergeron Affiliate

Since 1965, few businesses have impacted the landscape of Florida and the lives of its residents more than Bergeron Land Development and the Bergeron Family of Companies. As one of the most highly respected and largest site development and roadway contractors in the state, Bergeron has grown communities, expanded commerce and improved commutes - all while protecting Florida's environmentally sensitive ecosystem.

Incorporated in Florida
50 Years of Emergency
& Disaster Response
\$25 million worth of
readily available
\$85 million bonding
capability for single
project
\$170 million aggregate
bonding capability
FEMA Compliant
Automated Debris
Management System



3.2 Expertise and Experience in Performing Proposed Work.

BES has a 10 year history of providing the services listed in the Town's solicitation. Exhibit 3.1 provides a list of our similar contracts over the past 10 years. Full project descriptions are provided in Appendix A.

Exhibit 3.1: Similar Projects

Event	Year	Total CY/Tons	Total Dollars	FEMA #	Emergency Road Clearance	Cut & Toss	Vegetative	White Goods	ROW	ROE	HHW	C&D	Hangers & Stumps	Dead Animal Carcasses	DMS/IDSIS	Comments
Hurricane Matthew, FL	2016	60,000 CY total Vegetation	\$1,450,000.00	DR-4283												Volusia School Board FDOT District 5 Volusia and
City of Lighthouse Point																
	2016	75,000 CY	\$75,000.00	N/A												Tornadoes
City of Sarasota	2016	75,000 CY	\$75,000.00	N/A												Tornadoes
Seminole County	2016	15,000 CY	\$78,000.00	DR-4283												Hurricane
City of Lake Jackson TX																
City of Richwood TX	2015	15,000 CY	\$250,000	N/A												Straight Line Winds
SuperStorm Sandy		NJ, 65,000 CY NY, 394 flush cuts, 694 stump extractions														
	2012		\$1,750,000.00	NJ DR-4086 NY DR-4085												Township of Colts Neck, NJ, All 5 boroughs of New York City
Tropical Storm Isaac																
	2012	224 Tons	\$145,000.00	EM-3347												Removal of 224 Tons of Dead Fish Indian River Trail Improvement Distics Canal
Broward County, Solid Waste and Recycling Division	2010	950,000 Tons Annually	\$1,000,000.00													Pickup and haul of mixed debris, curb side.
Kentucky Ice Storms	2009	1.6M CY	\$8,300,000.00	DR-1609												5 Counties
Hurricane Ike	2008	48,800 CY	\$305,000.00	DR-1791												7 Cities and Towns in Texas
Hurricane Wilma Pickup Operations	2006	8M CY	\$20,000,000.00	DR-1609												8 Cities; Broward County School Board
Hurricane Wilma Operations	2006	8M CY	\$20,000,000.00	DR-1609												8 Cities; Broward County School Board

3.3 Filing and receiving Federal and State Reimbursements.

BES has a strong record of compliance, as shown in Exhibit 3.2, with Federal, State, and Local Laws and regulations. As with accurate and timely billing, the key is to understand not only the requirements of each, however, the differences between them and developing a process that meets them all. As demonstrated through our past performance and our process described in Section 4, our process meets the requirements of all agencies. The two key federal agencies funding and reimbursement are the Federal Highway Administration (FHWA) and FEMA. BES has never had a claim rejected from either agency.

Exhibit 3.2: History of Compliance

Event	FHWA Claim Accepted	FEMA Claim Accepted
Matthew – Volusia School Board	✓	✓
Matthew – FDOT	✓	✓
Superstorm Sandy	✓	✓
Kentucky Ice Storms	✓	✓
Hurricane Ike	✓	✓
Hurricane Wilma – Pickup	✓	✓
Hurricane Wilma - Operations	✓	✓

**Coordinated with
FEMA on 30+
Events
Industry proven
standard for
disaster events
Clear
understanding of
the FEMA Public
Assistance
Program and
eligible debris
operations
Federal funding
technical
assistance**



FEMA

Compliance is directly related to understand the FEMA Public Assistance Programs organizational structure as it relates to FEMA, the State of Virginia, and the local jurisdiction. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the State that will define the responsibilities and accountabilities for the federal and state governments. The State, in this case Virginia, having requested federal assistance for the recovery through application by the Governor, becomes the "Applicant". Local jurisdictions, such as the CVWMA, requesting federal assistance through the State are "Sub-applicants" with no direct contractual relationship to FEMA.

Federal Highway Administration Emergency Relief Program

The Federal Highway Administration Relieve Program is Congress authorized program from the Highway Trust Fund for the repair or reconstruction of federal-aid roads and bridges which have suffered serious damage as a result of natural disasters, or catastrophic failures from an external cause. By law, the Federal Highway Administration (FHWA) can provide up to \$100 million in Emergency Relief (ER) funding to a state for each natural disaster or catastrophic failure that is found eligible for funding under the ER Program.

Under this program, the FHWA will reimburse disaster-affected communities for eligible costs associated with clearing, removing and disposing of disaster related debris from federal-aid roads. This pertains only to the right-of-way (ROW) on federal-aid routes and, within that ROW, only to the travel way, shoulders, cut and fill slopes, drainage ditches and structures. Debris that is brought to the ROW from public or private property adjoining the ROW is not eligible for FHWA reimbursement. The FHWA debris reimbursement process will pertain only to first pass debris clearing tasks and will include only eligible debris within the ROW. Reimbursement for the cost of subsequent debris removal passes will be the responsibility of other agencies having jurisdiction, such as FEMA. Typically, approved ER funds are available at the pro-rata share that would normally apply to the federal-aid facility damaged. For Interstate highways it's an 80/20 ratio. Other federal state and local cost sharing is 75% FEMA, 12.5% state, and 12.5% city, county, municipality.

"Let me start by complementing you on the quality of your personnel. Your group in Independence, led by Brian Thomason, was a pleasure to work with. It was an unexpected surprise to find someone so willing and able to accommodate our varied needs. Brian's knowledge and understanding of FEMA's systems was very advantageous to us."

Dan McGraw, Public Works
Administrator, City of
Independence, Missouri

Program Differences

Program Level:

- ▶ FHWA ER reimbursement, contact State DOT Office.
- ▶ FEMA, file a "Request for Public Assistance" with appropriate State agency.
- ▶ FEMA does not reimburse for items eligible under the FHWA ER Program.
- ▶ Emergency and permanent categories are eligible under both programs.

Debris Removal Differences:

- ▶ FHWA pays for first pass on federal-aid eligible roadways; FEMA pays for subsequent passes on federal-aid roadways if not funded under the ER program.
- ▶ FHWA reimburses 100% for first pass on federal-aid eligible roads for work completed within the first 180 days.



- ▶ FEMA reimburses 75% for all passes on non-federal-aid roadways (70 hours of time and material contract expenses at 75%) for work completed within the first 180 days (private roads typically excluded).
- ▶ FHWA and FEMA reimburse for the removal of hazardous trees and limbs in the interest of public safety; FEMA does not pay to replace trees.
- ▶ FHWA pays for stump grinding if essential; FEMA pays for eligible stump grinding if it is the effective measure and for safety reasons.
- ▶ First pass under FHWA is considered debris removal.
- ▶ All debris passes on non-federal-aid eligible roadways under FEMA is emergency work Category A.
- ▶ Initial push on non-federal-aid roadways limited by FEMA to 70 hours for time and material contract expenses and reimbursed at 75%.
- ▶ Initial push on federal-aid roadways reimbursed by FHWA at 100%.
- ▶ Applicant must separate FHWA vs. FEMA quantities during the debris removal process.

Exhibit 3.3: List of Florida Agencies

Agency	BES Working with Regulators
Federal Emergency Management Agency (FEMA)	FEMA administers the Public Assistance Grants Program, as the Grantor, which includes disaster debris management. FEMA is also the agency that determines the eligibility of debris and the associated cost of its removal. FEMA will fund no less than 75% of eligible disaster debris expenditures and in some cases that percentage may increase based on the magnitude of the event. The FEMA publication, FEMA 325-Public Assistance Debris Management Guidebook lays the groundwork and requirements that all contractors must meet, at a minimum, to ensure compliant operations.
Florida Division of Emergency Management (FDEM)	FDEM is the state level version of FEMA. However, the disbursement of eligible funds from FEMA are issued to FDEM for work performed and upon approval of Project Worksheets. FDEM is tasked with the actual disbursement of funds to the Applicant's/Clients (sub grantees). FDEM is also responsible for no less than 12.5% funding of eligible expenditures under the Public Assistance Program. Direct interaction with FDEM is crucial as they are charged with being an advocate for the Applicant's and they become highly involved in eligibility issues and acquisition of additional funding when available.
Natural Resource and Conservation Service (NRCS)	NRCS is a funding source, when FEMA funds are not available, for non-navigable waterways. Examples would be streams, creeks, small rivers, drainage canals, drainage easements and retention areas, etc. Work is usually requested and performed to reduce the threat of flooding by removing storm generated debris from these type areas.
Federal Highway Administration (FHWA)	The FHWA Emergency Response (ER) Program is available for funding of debris removal operations on federally funded roadways such as interstate systems. However, under the "Moving Ahead for Progress" or "MAP-21" program, the FHWA funding is only available on storm events that ARE NOT declared as major disasters by the President of the United States. For those events that are declared, FEMA will fund the debris removal from FHWA roads.
Florida Division of Environmental Protection (FDEP)	FDEP has direct oversight, and provides guidance, for the proper operation of temporary debris storage and reduction sites. During disaster events, FDEP will issue a Final Rule outlining the parameters that must be followed when operation such a site. Further, FDEP is the permitting agency for these sites and they will conduct on site visits to ensure compliant operations. FDEP will



Agency	BES Working with Regulators
	have direct interaction on specialized disposal issues such as household hazardous waste, e-waste, white goods, vehicles and vessels.
Florida Division of Forestry (FDOF)	If debris reduction is to be accomplished by open burning or air-curtain incineration, the FDOF must issue permits and must be contact each day to verify that conditions allow for these type operations. FDOF also has the lead role on wild land firefighting scenarios where we may be called to support with heavy machinery and construct firebreaks. FDOF has direct interaction with State Parks regarding debris removal operations as well.
Florida Fish and Wildlife Commission (FWC)	FWC has oversight responsibilities in state maintained/navigable waterway debris removal. FWC may have lead on technological impacts such as an oil spill in state fisheries or along the coastline.
National Forestry Services (NFS)	Lead agency on large-scale wild land fire suppression activities when a major disaster declaration triggers FEMA Fire Assistance Grants Programs to support and augment state efforts.
National Parks Service	Lead agency in disaster debris removal operations in national parks.
US Dept. Of Agriculture (USDA)	Regulatory agency that grants approval for land-applying wood chips resulting from disaster debris grinding operations. Also, provides approval/guidance for dead animal carcass disposal operations.

3.4 Experienced Staff.

Our organizations brings with it, the response capacity knowledge of 50 years and over 43 deployments. Our organization chart, Exhibit 4.1, depicts our management team.

BES understands the need for reliable support to augment our client's staff particularly in times of emergencies. As an emergency response corporation, our management and support team is available and ready to respond to the Town.

Our staff organization is indicative of the core management flexibility utilized during debris removal operations. Our contact and manager for the Town, is our on-site project manager, Brian Thomason. Mr. Thomason will be the direct link to the Town in the event of an emergency. He will be assisted by Jason Ottilige for overall operations management. Both will be supported by and have the authority to direct the full complement of resources available through the Bergeron family of companies. Mr. Thomason and Mr. Ottilige will also be assisted by Ms. Becky Bolen for FEMA, contracts, invoicing, subcontracts, and document management oversight. Our Site Safety/Health Manager, Mr. Raymond Nel and our CQC Manager, Mr. Dwight Hamilton will ensure response and debris removal services are compliant and safe.

Mr. Thomason, Mr. Ottilige, and Ms. Becky Bolen all have direct disaster recovery management experience with USACE, FEMA, ROE, ROW, and waterways clean-ups. Having a combined experience of 50 years of disaster related experience in Florida and the Eastern U.S. seaboard they bring exceptional experience with NIMS, FEMA process and reimbursements, and have developed a cost effective, efficient and FEMA approved process for disaster recovery. Exhibit 3.5 provides brief overview of our management staff qualifications. Appendix B provides full resumes for our management team.

Key Personnel are "battle-tested"
Nearly 50 years of combined disaster recovery experience
Clear understanding of the FEMA Public Assistance Program and eligible debris operations
Our key staff will not be substituted without the permission of the Town



Exhibit 3.4: Management Organizations

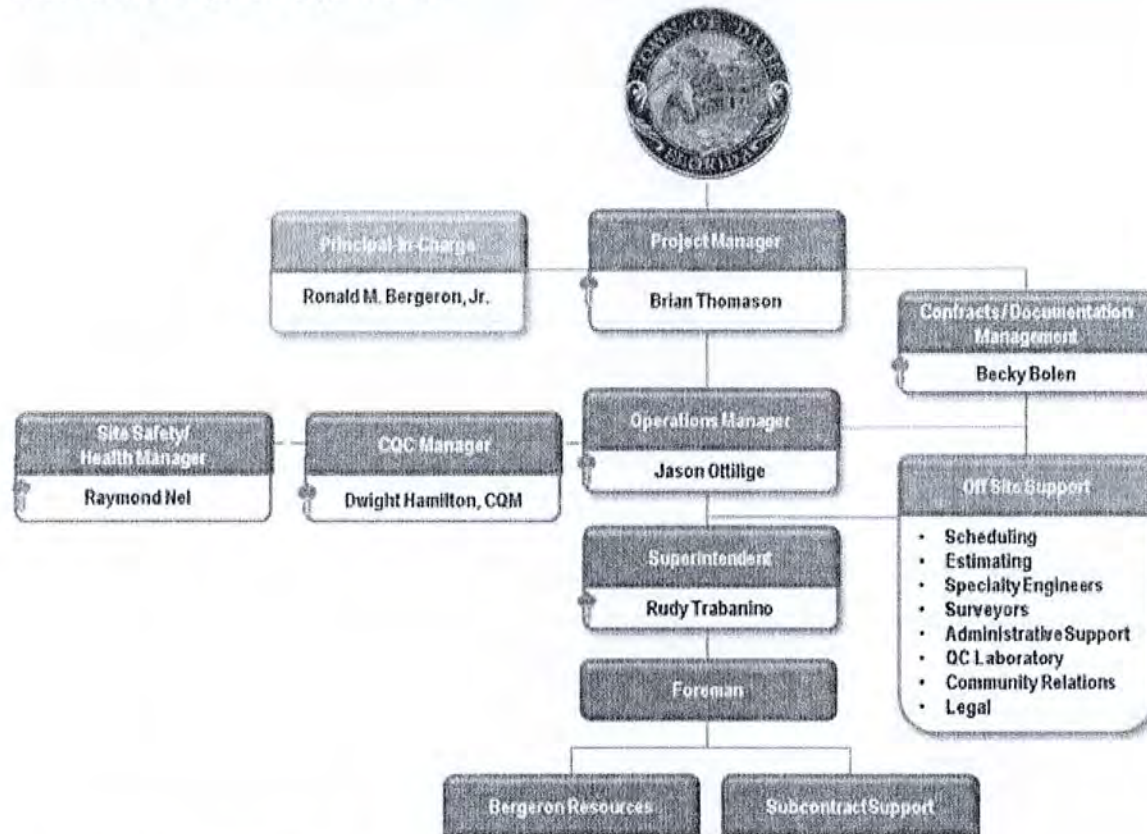


Exhibit 3.5: Management Team Experience

Name/ Position	Yrs. of Exp	Credentials/Experience
Brian Thomason Project Manager	21	<ul style="list-style-type: none"> Over 25 major disaster declarations with direct responsibility for resolution of program issues associated with all categories of the FEMA Public Assistance Program FEMA – NIMS Certified 2016 Hurricane Matthew, Volusia School Board and FDOT District 5 2016 Lighthouse Point, Florida Tornadoes 2016 Sarasota and Brevard Florida, Tornadoes 2015 City of Jackson Lakes, TX, City of Richmond, TX Tornadoes 2013 Hurricane Sandy, NY & NJ, lead the BES teams in the removal of storm related debris. 2009 Kentucky Ice Storm, Project/Program Manager for the cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet 1.6 M CY of debris 2005-2006 Hurricane Wilma, Project/Program Manager for the cleanup of 10 M CY of debris
Jason Ottillie Operations Manager	10	<ul style="list-style-type: none"> Over 10 years of disaster related management and response; FEMA Public Assistance Program FEMA – NIMS Certified Grapple Truck Fleet Management, Logistics Management 2016 Hurricane Matthew, Volusia School Board and FDOT District 5 2016 Lighthouse Point, Florida Tornadoes 2016 Sarasota and Brevard Florida, Tornadoes 2015 City of Jackson Lakes, TX, City of Richmond, TX Tornadoes 2012 Tropical Storm Isaac, Indian Trail District Florida



Name/ Position	Yrs. of Exp	Credentials/Experience
Rudy Trabanino Superintendent	21	<ul style="list-style-type: none"> Over 20 years of experience in disaster recovery operations including FEMA Public Assistance Programs. 2013 Hurricane Sandy, NY & NJ, Operations management and support for debris removal. 2009 Kentucky Ice Storm, Operations management and support for the cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet 1.6 M CY of debris. 2005-2006 Hurricane Wilma, Operations management and support for the cleanup of 10M CY
Rebeca Bolen Subcontracts Administrator & Data Center Manager	13	<ul style="list-style-type: none"> Over 10 years of experience in FEMA Public Assistance Programs, direct contracts, invoicing and document controls for debris removal and emergency/disaster responses FEMA – NIMS Certified 2016 Hurricane Matthew, Volusia School Board and FDOT District 5 2016 Lighthouse Point, Florida Tornadoes 2016 Sarasota and Brevard Florida, Tornadoes 2015 City of Jackson Lakes, TX, City of Richmond, TX Tornadoes 2013 Hurricane Sandy, NY & NJ, lead the BES teams in the removal of storm related debris. 2009 Kentucky Ice Storm, Subcontracts/Data Center Manager for the cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet 1.6 M CY of debris. 2005-2006 Hurricane Wilma, Subcontracts/Data Center Manager for the cleanup of 10 M CY of debris
Raymond Nel Site Safety/Health Manager	21	<ul style="list-style-type: none"> Over 20 years safety and health experience, construction and emergency response 2016 Hurricane Matthew, Volusia School Board and FDOT District 5 2016 Lighthouse Point, Florida Tornadoes 2016 Sarasota and Brevard Florida, Tornadoes 2015 City of Jackson Lakes, TX, City of Richmond, TX Tornadoes 2011 President and owner Safety Training and Consulting &Labor, LLC 5600 Disaster Site Worker Trainer OSHA Instructor, OSHA Training Institute OSHA 500, 502, 40HR, 8HR, Florida International University; Maintenance of Traffic/Intermediate Level Instructor
Dwight Hamilton, CQM CQC Manager	16	<ul style="list-style-type: none"> Over 15 years of quality control experience for construction and environmental projects. 2014 Quality Control Manager, S-65EX1 Kissimmee River Restoration Project, (USACE) Hauling of spoils maintain dewatering systems, three phases and record/submit daily 2013 Quality Control Manager, West Return Floodwall, (USACE) Maintaining and directing crews for work. Safety and tool box meetings and adherence to company and EM 385 1-1 2011 Quality Control Manager Cross Bayou Project (USACE). QCS quality control and adherence to specifications/contract. Punch out, closeout, OE&M

3.5 Staff Available for Contract

BES management team is authorized to draw upon the full complement of resources with the Bergeron Family of Companies. This gives us access to over \$25 million worth of readily available Bergeron-owned equipment, 100+ pieces of equipment, and over 100 members of our company's staff.

BES can assemble the appropriate amount of resources and personnel pursuant to our Corporate Mobilization Plan. The magnitude of the event drives the amount of resources and personnel needed for a particular event and BES has always met those requirements on every project as evidenced in our

Total Complement of Staff Resources

Position	Number of Employees
Managers	15
Superintendents	20
Engineers	10
Equipment operators	50
Laborers	50
Estimators	6
Contracts	6
Clerical	20
Administrative	20
total	197





letters of recommendation. We draw specific attention to the recent Hurricane Matthew where BES mobilized for the Volusia School Board, returning 81 schools to operation in less than 48 hours while concurrently responding to FDOT District 5 responding for debris removal in Brevard and Volusia Counties. For Hurricane Wilma where we mobilized and operated equipment in 9 local communities and in Kentucky for the Kentucky Transportation Cabinet Districts that covered 5 counties. BES managed over 1.6 million cubic yards of ice storm debris during that event. BES brings the right resources for the job and the supporting equipment to keep them working.

Bergeron is not only a disaster recovery/debris management company, but our parent company; Bergeron Land Development, Inc. is a heavy-highway/civil contractor celebrating 50 years of business this year. BES pulls equipment and personnel resources to facilitate our responses to our clients without disrupting the day-to-day business of our core work. We are not just managers that wait on an event and then subcontract everything out. Exhibit 3.6 provides a list of additional staff.



Exhibit 3.6: Additional Staff Resources.

Position	Responsibility
Operations Incident Commander Ronald M. Bergeron, Jr.	<ul style="list-style-type: none"> Miscellaneous oversight and management functions Client relationships and customer service Authority to bind Bergeron Emergency Services, Inc. on all matters relating to debris management operations and projects
Senior Project Manager(s) John Paul Alan Eudy	<ul style="list-style-type: none"> Provides strategic direction and guidance for all operations personnel Miscellaneous oversight and management functions Authority to bind the company on all matters relating to debris management and removal Resolution of program issues associated with FEMA's Public Assistance program
Operations Manager(s) Keith Cornett Ted Hojara	<ul style="list-style-type: none"> Proper field documentation by staff and client representatives Crew supervision Management of field/crew foremen Coordination of equipment/personnel assigned to his operational area Communication between client representatives and staff Solely responsible for coordination between multiple DMS Personnel supervision of DMS staff Layout and maintenance all DMS Overall Project Safety Officer
Field Superintendent(s) Sean Maxson Melvin Gradiz	<ul style="list-style-type: none"> Responsible for proper field documentation by staff and client representatives Crew supervision Management of field/crew foremen Coordination of equipment/personnel assigned to his operational area Communication between client representatives and staff Solely responsible for coordination between multiple DMS Personnel supervision of DMS staff Layout and maintenance all DMS Overall Project Safety Officer
Subcontractor Manager(s) Brian Landis	<ul style="list-style-type: none"> Subcontractor(s) agreement and Insurance requirements W-9 Form Administration Miscellaneous administrative functions
Subcontractors/Sub-Cons	<ul style="list-style-type: none"> Support work efforts as directed by BES staff
Fleet Managers Terry Bohannon Marcus Puig	<ul style="list-style-type: none"> Responsible for oversight of crews Maintenance of crew equipment Status reports for Field Supervisors Proper equipment requests for adequate operations Compliance of work





	<ul style="list-style-type: none"> Management of staging site and reduction operations Supervision of inspection tower operations and personnel Proper documentation of truck measurements Proper documentation of truck numbering Status reports to Field Supervisors Quality Control of DMS operations Proper segregation operations Site safety
Program Manager(s) On-Call	<ul style="list-style-type: none"> Oversight of all field operations including equipment, personnel (salary and subcontract), field management staff, and site management operations Provides the local unit of government with a liaison for continuity between the government entity and contractor Serves as a quality control inspector for all operations to provide the client with pertinent data concerning field operations
Field Contract Administrator Becky Bolen	<ul style="list-style-type: none"> Provides field construction contact administration to construction field office Maintains all correspondence files and correspondence logs; prepares and maintains all shop drawings, logs; maintains project time sheets and assures proper costs are applied Assists project manager in updating of project schedules; maintains daily construction quantity logs; assists in the preparation of monthly project payment requests; serves as liaison to resolve complaints between field operation and effect residents and effect business within the construction zones
Operations Support (Controller, HR and Contracts) Phil DeSai Marha Perez	<ul style="list-style-type: none"> Oversees company financial records Accounts receivable/payable Contract Management and Issues Resolution Benefits Administration Corporate Safety program Substance Abuse program
Data Center Manager(s) Maite Esquivel Lillany Garcia Selma Moroni Mirna Ayerdis e	<ul style="list-style-type: none"> Data Center coordination that includes daily shipments of tickets from project managers who oversee and manage field operations; ticket handling (categorizing by debris type and municipality, ordering numerically, batching); processing of tickets for all stations and stages of quality control (scanning, verifying, correcting, filing), exporting all data in to our client accessible database, all in an expeditious and timely manner Billing of all debris management services provided to each client, followed by reconciliation of invoicing and receiving of payments until all contractual obligations are fulfilled with client satisfaction being high priority Subcontractor support pertaining to ticket processing procedures, subcontractor payment processing, subcontractor job ending reconciliation Miscellaneous administrative functions



3.6 Location of the office & Responsible Staff

Locations

Our management team and key staff are located in our corporate office at 19612 S.W. 69th Place, Ft. Lauderdale Florida. The bulk of our response equipment is also located at our corporate offices. This places **our main response force within 20 minutes of the Town of Davie**. This automatically preplaces equipment for every event.

The Town's contract will be managed by project manager Brian Thomas and operations manager Jason Ottillge. Both will be assisted by contracts and administration manger Rebecca Bolen, safety manager Raymond Nel, and CQC Manager, Mr. Dwight Hamilton. Full resumes are provided in Appendix B.

3.7 Resumes of the On-Site Staff.

Jason Ottillge and Superintendent Rudy Trabanino will be the primary on-site staff along with the necessary crews to maximize the response to a specific event. Depending on the size of the event, Brian Thomason and Becky Bolen may also be on-site. As described in Section 3.4 all are FEMA certified and have over 50 combined years of experience in disaster response. Full resumes are provided in Appendix B.

3.8 Explain the ability and experience of the field staff with specific attention to project related experience.

Our organizational chart is provided in 3.4 of this section. Our field crews have participated in the all of the project listed in Exhibit 3.1, are FEMA certified as demonstrated in or Staff Certifications listed in 11.6.

BES has implemented training programs not only internally for BES staff but also externally for our clients. Before an event is the time to train. The first time key staff from BES and key staff from the Town become familiar with one another should not be in response to an event. Therefore, we have gone to great lengths to train our staff and to also develop annual training classes for our clients. If The Town requires more frequent training, BES will tailor the program to meet the requested requirements. All County training is provided free of charge.

Internal Staff Training Courses

BES staff holds many certifications related to debris management including FEMA NIMS, Safety, Traffic, Hurricane Readiness, and Storm Water Management. We maintain the highest level of training in order to manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property and harm to the environment.

Exhibit 3.7: Equipment and Crew Locations





IS-700.A: National Incident Management System (NIMS) an Introduction

All personnel with a direct role in emergency preparedness, incident management or response must complete this training.

IS-800.B: National Response Plan (NRP) an Introduction

All local emergency managers or personnel whose primary responsibility is emergency management must complete this training.

IS-100: Introduction to Incident Command System

All governmental, private sector and non-governmental personnel at the entry level, first line supervisor level, middle management level, and command and general staff level of emergency management operations must complete ICS 200 level training.

ICS-200: Basic Incident Command System

All governmental, private sector and non-governmental personnel at the entry level, first line supervisor level, middle management level, and command and general staff level of emergency management operations must complete ICS-200 level training.

ICS 300: Intermediate Incident Command System

All middle management including strike team leaders, task force leaders, unit leaders, division/group supervisors, branch directors, and multi-agency coordination system/emergency operations center staff must complete this training.

ICS 400: Advanced Incident Command System

Command and general staff, select department heads with multi-agency coordination system responsibilities, area commanders, emergency managers, and multi-agency coordination system/emergency operations center managers.

OSHA 30-Hour Safety

All managers and supervisors must complete this training.

OSHA 10-Hour Safety

All operators and field personnel must complete this training.

HAZWOPER 40-Hour

All managers and supervisors must complete this training.

HAZWOPER 10-Hour

All field personnel must complete this training.

The American Traffic Safety Services Association (ATSSA)

Maintenance of Traffic – Certified personnel are trained to adhere to the Manual for Uniform Traffic Devices (MUTD) to ensure safe traffic conditions, to protect the general public, during debris management operations.



3.9 For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.

Our chain-of-command and is presented in Section 4 and Sections 4.3.1 and 4.3.2 detail how our projects are organized and the communication structure.

3.10 Subcontractor Management

While the degree of subcontracting varies per event, getting the community back on its feet quickly is a BES prime focus. That philosophy drives the first line of subcontract resources for from local hires if in fact locals are available and have not fallen victim to the event. Nonetheless, as local subcontract resources come on line, they have preference in engaging in operations over out-of-town subcontractors.

Each construction subcontractor, local and non-local, is assigned a BES mentor with appropriate construction management and/or engineering experience. We have learned through considerable experience that this arrangement minimizes miscommunication between our staff and local subcontractors, and enhances overall quality and performance by instilling our H&S and quality philosophies in them. Our site superintendents ensure frontline supervisors maintain a high level of H&S oversight and basic PPE requirements and practices are met before the labor force will be allowed on site. Our local subcontractors' acceptance of the importance and benefit of safety at all levels, at every site, has resulted in excellent construction awards and commendations.

BES embraces and enforces its safety culture on every project, but especially on emergency response projects where local subcontractors need to be indoctrinated into our culture and trained in all aspects of H&S, as well as full comprehension of the SSHP and APP. Although BES employees understand the safety program, we use numerous local subcontractors who are often not adequately trained. We have created a program specifically to address this and bolster our subcontractors' safety performance.

Our disaster, emergency response, and debris removal projects have the primary subcontractors listed in Exhibit 3.8.

Exhibit 3.8: List of Subcontractors

Firm	Background	Relationship	Role
Tate Transport Corp Ft. Lauderdale, FL	Certified minority company providing over 250 tri-axle dump trucks	10 Projects 10 Yr History	Trucking
Treecycle, Inc. Boca Raton, FL	Provider of land clearing and storm damage support since 2005.	2 Projects 5 Yr History	TDSRS Management /Grinding
DebrisTech Picayune, MS	Electronic debris management system that provides instantaneous, detailed, and accurate tracking information on debris removal and disposal	1 Project 3 Yr History	Data Management & Tracing Systems
Looks Great Services, Inc. Huntington Village, NY	Founded in 1990, LGS provides storm damage cleanup TDSR, Row Collection and tree removal services	2 Projects 3 Yr History	Row Collection/Tree & Stump Removal
Trees R US Bear Creek, AL	Tree grooming/debris removal/landscaping services	5 Projects 6 Yr History	Row Collection/Tree & Stump Removal
Daniels Tree Services, Inc. Darby, SC	Providing tree and debris removal support services since 1983.	5 Projects 10 Yr History	Turnkey Debris Removal Support

Subcontractors are an extension of BES and must follow the same policy and procedures we require of ourselves. Subcontractors are included in all safety briefings and safety plan updates.



3.11 List of current and future debris management contractual obligations

Client	Term	Services	Contact
Broward County, Florida 20080505-0-WRS-01	Mar-20	Temporary Debris Management Site Services	Richard Meyers, Project Manager 954-765-4999 RMeyers@broward.org
City of Lighthouse Point, Florida RFP-2012-004	May-17	Emergency Push & Storm Debris Collection & Removal Services	Charles Schramm, Public Works Director - 954-943-6500 cschramm@lighthousepoint.com
City of Miramar, Florida RFP-11-02-06	Aug-17	Debris Management, Collection & Removal Services	Tom Good, Public Works Director 954-883-6836 TGood@miramarfl.org
City of Pembroke Pines, Florida 712-8397	May-19	Disaster & Debris Management Services	Shawn Denton, Director of Public Services - 954-450-6900 SDenton@ppines.com
City of Plantation, Florida RFCP-040.00	Apr-17	Emergency Debris Management Services	Edward Consaul, Public Works Director - 954-452-2535 EConsaul@plantation.org
City of West Palm Beach, Florida NO. 10828	Aug-20	Disaster Debris Removal & Disposal Services	Althea Pemsel, Purchasing Specialist 561-822-2222 apemsel@wpb.org
City of West Park, Florida PW-12-0507	May-20	Hurricane Debris Clearing and Removal Services	Dan Millien, Public Works Superintendent - 954-964-0284 dmillien@cityofwestpark.org
City of Weston, Florida Resolution No. 2010-98	Jun-17	Emergency Pre-Event Contract	Karl C. Thompson, P.E. Director of Public Works 954-385-2000 KThompson@westonfl.org
FDOT District 6: Miami Dade County, Florida Z-6050	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator 305-499-2440 Michelle.Guidry@dot.state.fl.us
FDOT District 6: Monroe County, Florida Z-6054	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator - 305-499-2440 Michelle.Guidry@dot.state.fl.us
Franklin County, Florida	Jun-18	Disaster Debris Removal Services	Mike Rundel, Emergency Management Coordinator 850-653-8977 Em2frank@gtcom.net
School Board of Brevard County, Florida 100005/JO	Annual Contract	Emergency Response & Disaster Recovery	Joe O' Connor - 321-631-1911 OConnor.Joe@brevardschools.org
School Board of Broward County, Florida 2010-02-FC	Annual Contract	Construction Services Emergency Projects	Ruby Crenshaw, Director 754-321-0501 ruby.crenshaw@browardschools.com
SWA of Palm Beach, Florida Agreement # 13-253	Sept-18	Hurricane/Disaster Debris Removal and Disposal	Barbara Novello, Contract Specialist, Purchasing Svcs. - 561-640-4000 bnovello@swa.org
South Florida Water Management District 4600002580	May-17	Emergency Debris Hauling Services	Jennifer S. Kilian, Sr. Contract Specialist, 561-682-6081 jkilian@sfwmd.gov



Client	Term	Services	Contact
Spartanburg County, South Carolina # 26-12	Dec-17	Spartanburg County Roads & Bridges Debris Removal	Lisa Coleman, Procurement Director 864-596-2519 LColeman@spartanburgcounty.org
Town of Loxahatchee Groves, Florida RFP-2011-05	Nov-17	Disaster Recovery Services	Janet K. Whipple, Town Clerk 561-793-2418 JWhipple@loxahatcheeegrovesfl.gov
Town of Southwest Ranches, Florida RFP-11-004	Sept- 21	Debris Removal & Disaster Response / Recovery Services	Clete Saunier, Public Works Director / Town Engineer - 954-434-0008 CSaunier@southwestranches.org
Village of Miami Shores RFP # 2012-10	May-17	Debris Management & Removal Services	Scott Davis, Public Works Director 305-795-2210 scottdavis@miamishoresvillage.com
Village of Royal Palm Beach, Florida RFP # 537	Nov-17	Debris Removal Services	Paul L. Webster Public Works Director 561-790-5122 pwebster@royalpalmbeach.com
FDOT District 1 CONTRACT #Z1024	Jul- 17	DISTRICT WIDE EMERGENCY CUT & TOSS AND DEBRIS REMOVAL	Brenda Thissen , Senior Contract Specialist - 863-519-2279 Brenda.thissen@dot.state.fl.us
University of Miami RFP #Q042415	Jun-20	Debris Removal Services	Scott G. Burnotes Emergency Management Director 305-284-8005 s.burnotes@miami.edu
Town of Palm Beach RFP#2016-04	May 20	First Pass Cut & Toss	John Cmar, Purchasing Coordinator
Town of Palm Beach, Florida RFP#2016-03	May 20	Disaster Debris Removal and Disposal Services	John Cmar, Purchasing Coordinator
Volusia County School Board, Florida Bid No-S-623AG	Jun-19	Debris Clearing & Removal	ASHLEY R GRAVES, BUYER 386-947-8786 EXT. 50863
Bradford County, Florida EM16-001	May-21	Debris Removal	Brian K. Johns, EM Director 904-966-6336; brian_johns@bradfordcountyfl.gov
Liberty County, Florida	Sep-19	Disaster Debris Removal Services	Phil Worley, Project Manager, pworley.eds@gmail.com 850-570-3609
City of North Miami Beach RFP #2015-08	Jun-20	Disaster Debris Removal and Disposal Services	Brian K. O'Connor Chief Procurement Officer 305-948-2946 purchasing@citynmb.com

- a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.

One of the most efficient, large-scale, response models to ever be developed for rapid deployment is that of the National Forestry Service and their integration of the National Incident Management System (NIMS). Their operational approach to wildfire suppression has facilitated the deployment of thousands of pieces of heavy equipment, thousands of firefighting and support personnel as well as all necessary ancillary support equipment and personnel. Wildfire suppression activities typically take place across large geographical areas, similar to large scale Debris Management Operations that require established



communication conduits and an established incident management system across multiple areas/multiple contracts. Exhibit 3.9 provided our success in responding simultaneously in multiple jurisdictions regardless of United States location.

Exhibit 3.9: Simultaneous Responses within Multiple Jurisdictions

Event	Simultaneous Responses
Hurricane Matthew	5 – Brevard and Volusia Counties, Seminole County, Marion County, Volusia School Board; 4 contracts
Superstorm Sandy	2 – Colts Neck New Jersey 5 – All five Borrows, New York
Kentucky Ice Storms	5 – Counties
Hurricane Ike	7 – Counties in Texas
Hurricane Wilma Pickup Operations	8 – Cities and towns; Broward County School Board
Hurricane Wilma Operations	8 – Cities and town; Broward County School Board

b. Plan for managing multiple Florida-based debris management contracts

BES and our team have modeled our large-scale deployment approach after that of the National Forestry Service utilizing NIMS. Our approach to this system has been tailored specifically for Debris Management Operations. Unlike firefighting, the resources required for Debris Management Operations can vary immensely based on the type and characteristics of the event. The assets required for Debris Management as a result of a hurricane may differ tremendously from the assets required for a terrorist attack or an earthquake. Some events, such as a hurricane, have advance notice for preparation and deployment, where other type events, such as an earthquake or terrorist attack are sudden unforeseen events and require pre-established plans for successful management.

Therefore, we have developed “typed” equipment/personnel packages that would be pre-identified in the case of an unforeseen event and/or pre-staged for an advance notice event. The make-up of these packages is dependent on the variables associated with each type of event, and configured to meet the expected impacts of a particular type of event. The proper equipment/personnel for a particular type of event can easily be mobilized to meet the needs of the particular event by deploying the proper package. In addition to the equipment and personnel, the proper management structure is also deployed with each package. Depending on the package deployed and the number of packages deployed, management will be adjusted appropriately following the NIMS. The incident command structure will limit the span of control or each area of operation and provide for a defined communication structure.

The geographical boundaries or Regions established, by the County, for this solicitation require a structured and controlled deployment. By establishing baseline deployment packages, it is fully understood what the CVWMA should expect for each task order in each area. This is the most comprehensive approach that we have experienced in the industry and can easily be tailored to meet the specific needs of the County. Moreover, it has been “tried and trued” over and over by the National Forestry Service on numerous firefighting operations.



- c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

BES is prime on all contracts in the list provided in 3.12. In addition, the following contracts from that list have a population greater than 150,000.

Client	Term	Services	Contact
Broward County, Florida 20080505-0-WRS-01	Mar-20	Temporary Debris Management Site Services	Richard Meyers, Project Manager 954-765-4999 RMeyers@broward.org
City of Pembroke Pines, Florida 712-8397	May-19	Disaster & Debris Management Services	Shawn Denton, Director of Public Services - 954-450-6900 SDenton@ppines.com
FDOT District 6: Miami Dade County, Florida Z-6050	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator 305-499-2440 Michelle.Guidry@dot.state.fl.us
FDOT District 6: Monroe County, Florida Z-6054	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator - 305-499-2440 Michelle.Guidry@dot.state.fl.us
FDOT District 1 CONTRACT #Z1024	Jul- 17	DISTRICT WIDE EMERGENCY CUT & TOSS AND DEBRIS REMOVAL	Brenda Thissen , Senior Contract Specialist - 863-519-2279 Brenda.thissen@dot.state.fl.us

Tab 4: Operational Plan for the Town



BERGERON



4.0 Operational Plan for the Town

4.1 Methods of Mobilization

BES will begin mobilization. Mobilization is relatively the same for each area of operation be it removal and disposal, right-of-way clearance, or site management. Critical to mobilization is resource management.

Resource management should be dynamic in nature in order to support any event and be adaptable to changes. Efficient and effective deployment of resources requires that resource management concepts and principles be used in all phases of Debris Management and Event Response.

Our resource management process is separated into two parts: resource management as an element of preparedness and resource management during an event. The preparedness activities (resource typing, credentialing and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an event. Resource management during an event is a finite process, as shown in Exhibit 4.1: Resource Life Cycle, with a distinct beginning and ending specific to the needs of the particular event.

Our startup procedures are based on responses to more than 12 hurricane events, numerous tornadic, and other environmental responses. We phase our startup to coincide with our clients needs combined with event details.

Mobilization

Our Mobilization/Operation Plan is specifically designed to meet FEMA's, FHWA, and other regulatory/government requirements. We understand that clearing Town maintained streets, roads, and highway right-of-ways are critical to getting the Town and surrounding community back on its feet. BES has the staff resources and equipment to clear right-of-ways, provide removal and disposal operations, and manage debris site operations.

During implementation of services, BES will attend any and all meetings convened by the Town with respect to the response effort, when directed by the Town to do so or otherwise necessary to carry out the work. BES will mobilize and transport all necessary supplies, equipment, materials, and personnel for animal carcass collection and management sites, vehicle and/or vessel aggregation sites, and build out the improvements to the sites required for operations.

The appropriate number of crews required to meet the Town's mobilization requirements, as well as support the mobilizing trained personnel within 24 hours or less from notice to proceed (NTP) and removal of debris within the requirements of FEMA and other regulatory requirements.

BES will obtain clearance from underground or overhead utilities and from property owners and government entities for each location, including vegetative and C&D. BES and/or its subcontractors will have equipment and vehicles prepared to mobilize upon the first notification to manage animal carcasses or recover vehicles/vessels, should the Town task BES to do so.

BES will respond to events, or threats of an event, through a three-phased response approach, Exhibit 4.2. Changes in the response and/or activation will be triggered by official government watches/warnings



Exhibit 4.1: Resource Life Cycle



and new updates regarding a potential event, or in anticipation of Task Orders from the Town. Descriptions of each phase of response as they would relate to our mobilization for the Town are as follows:

Phase One Response

Phase One Response is related to an anticipated or foreseeable event, such as an approaching hurricane that is approximately 72 to 96 hours from potential landfall; notification from NOAA's NWS of a Particularly Dangerous Situation (PDS) forecasting dangerously large tornadoes; or an Extremely Dangerous and Life Threatening Situation (EDLTS) predicting catastrophic flooding in the Town. BES has a contractual responsibility to perform.

At Phase One, the following occurs:

- ▶ The BES Area of Operation (AO) Operations Manager (OM) will contact the Town Contract Administrator to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.
- ▶ The Phase One telephone calling tree is activated informing the following of activation or potential activation based on the event scenario: BES Emergency Management Team (EMT), BES Logistics Management Team (LMT), BES Contract Administration and Regulatory Team (CART) and pre-identified tier one subcontractors.
- ▶ Any Phase One mobilization will be dependent upon anticipated event requirements, projected event impact, projected geographical area involved, and projected magnitude.
- ▶ Stock levels of necessary corporate management and response supplies are verified and/or supplemented.
- ▶ Work permits, immunizations, and mobility agreements by key employees and subcontractors are verified and/or accomplished.
- ▶ Equipment inventory and mechanical readiness for deployment is verified.
- ▶ Debris Management Site (DMS) locations are identified and confirmed.

Phase Two Response

Phase Two Response is activated upon notification by the Town, either verbally or in writing, to mobilize and deploy a Pre-Execution Planning Team (PPT).

The team will deploy to a location designated by the Town Debris Management Plan, arriving within 24 hours of notification. The point of contact (POC) for the team, if not otherwise designated in the Task Order, will be a Town designee identified in the Task Order or NTP. At Phase Two, the following occurs:

- ▶ BES AO OM (PPT team elements include but are not limited to AO OM, Operations Planner, Environmental Health and Safety Manager. Additional members of the Pre-Execution Team may include but are not limited to: CQC System Manager, and Administrative Assistants) will report to the Town Debris Action Officer within 12 hours of NTP, to discuss current emergency planning, plans for conducting initial damage assessment, special needs, and the location of the Town/BES PPT meeting.



Exhibit 4.2: Three Phases of Mobilization



- ▶ Corporate Aircraft, as required, both owned or leased by BES, fixed wing and rotary wing, will be made flight ready and assigned to the PPT for dispatch and mobilization to the AO.
- ▶ The Phase Two telephone calling tree is activated informing the following of activation or potential activation based on the event scenario: BES EMT, BES LMT, BES CART, and pre-identified tier one subcontractors.
- ▶ Work permits, immunizations, and mobility agreements by key employees and subcontractors are verified and copies of cogent records are placed in the EMT deployment packet and securely kept for privacy purposes.
- ▶ Local logistics in the AO are identified and contracted, such as lodging, fuel and other supplies.
- ▶ Local subcontractors in the AO are officially activated.
- ▶ Equipment transportation permits ordered.
- ▶ Equipment staging areas in safe zones with close proximity to the event area are confirmed.
- ▶ DMS routes are determined.
- ▶ Upon arrival in the AO, the BES PPT will function as part of an interagency debris planning team and will provide technical assistance for the following activities:
 1. Estimation of debris volumes,
 2. Sectoring disaster area for most efficient debris management,
 3. Locating temporary debris storage and reduction sites and disposal sites,
 4. Determining personnel and equipment resources (crews) required,
 5. Performing environmental health and safety evaluations, and
 6. Evaluating requirements to implement DM system.

NOTE: Decision authority remains with the Town. BES's PPT serves only in an advisory capacity.

Phase Three Response

Phase Three Response is activated upon receipt of an actual Task Order and NTP from the Town, ordering mobilization, making BES's response fully operational.

At Phase Three the following actions are taken:

- ▶ BES EMT, BES's Management Level Mobile Command Center (MCC), BES Support Level MCCs, BES LMT, BES CART, BES CQC, BES Safety Team (SafeT), BES DMS, all pre-identified tier one subcontractors and all other pre-identified assets (such as bulk fuel suppliers, bulk potable water suppliers, temporary field housing, field kitchens, field showers and latrines, field personnel finance systems (cash advance system/portable ATM, etc. and other logistics assets), as required, are immediately mobilized and deployed to the AO's designated muster areas for check-in with the PPT for integration into the Geographic Area Management Plan, as well as certification by ADMS.
- ▶ BES Management and Planning Support Team will mobilize and deploy to meet with the BES PPT, already in-situ, to manage overall mobilization, deployment of forces and integration of the Geographical Area Management Plan into BES CQC/Safety software and hardware.
- ▶ BES will prepare, present, and recommend the Operations Plan based on actual on-scene conditions and requirements.
- ▶ Immediately upon receipt of a Task Order or NTP for debris removal from rights-of-way designated by the Town DM and hauling to debris management or final disposal sites, BES will mobilize debris



removal crews in accordance with the Task Order in all designated work areas established therein. BES will provide the necessary crews to commence debris removal operations within 24 hours of issuance of Task Order or NTP. CQC and Operations Plans will be submitted and approved as identified in the Task Order or NTP.

- ▶ BES will commence mobilization immediately upon issuance of a contract Task Order or NTP for dumpsite management and/or DMS operations. BES will perform in accordance with the Task Order in all designated work areas established therein. BES will provide a minimum of 1 DMS crew to commence debris reduction/disposal operations at each site within 24 hours of issuance of Task Order or NTP.
- ▶ Additionally, BES will mobilize Final Disposal of Reduced Chips Crews to each DMS as required by the Task Order or NTP to commence removal and disposal of reduced chips.
- ▶ Immediately upon receipt of a NTP, BES will mobilize specialty debris management crews for each disaster event and each phase of work necessary to meet the production rates and completion dates specified in the Task Order or NTP for the following types of operations: Search and Rescue Support Crews, Debris Separation Crews, Crew Packages for Testing of Ash and Disposal at Landfill, Crew Packages for Removal of Freon Containing White Goods, Crew Packages for Removal of Non-Freon Containing White Goods, Crews for the construction and or erections of Inspection Towers, Crews for the construction of Hazardous Waste Containment Areas, Household Hazardous Waste (HHW) Separation and Removal Crews, Hazardous/Toxic/Radiological Waste (HTRW) Separation Crews and all ancillary support staff to accomplish the mission.
- ▶ The Phase Three telephone calling tree is activated to activate the Recall of Personnel: all senior management personnel and reservists will be contacted for assignment in accordance with the company Disaster Action Plan and Mobilization Plan. Recall of all other required personnel will be accomplished through the company headquarters office in Ft. Lauderdale, Florida using the disaster recall roster. The BES personnel department will maintain the disaster recall roster of current personnel.
- ▶ BES equipment transport operators will be instructed what equipment to load, its current location and directions as to its final delivery point. Equipment operators and other key personnel will be instructed to report to their pre-assigned deployment location for briefings, assignment and embarkation to the work area.
- ▶ Equipment Transportation: BES and fleet equipment company accounts over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be provided, as needed, by over-the-road subcontracted equipment transporters and operators through standing pre-established agreements.
- ▶ BES Safety Officer will conduct a safety briefing and safety equipment compliance check prior to any equipment transport(s) departure to ensure compliance with the Corporate Safety Plan.
- ▶ BES EMT: BES's EMT will report to a designated location for tasking and instructions as directed by NTP. The BES EMT will determine the most favorable and functional site location(s) in the AO for the BES Management Level MCC, BES Support Level MCCs, and other support systems.
- ▶ Personnel Transportation: BES EMT, LMT, CART, CQC, Safety Team, and ADMS Team, will be air lifted to the AO by company-owned/leased aircraft. Buses, vans, motor homes, car pools and alternate transportation will provide transport for other company personnel. All corporate aircraft, as required, both owned or leased by BES, fixed wing and rotary wing, will be made flight ready and assigned to the teams for dispatch and mobilization to the AO.



Demobilization

Typically, as operations began to scale down, we will notice a marked drop in production due to multiple passes being made as required. When “expected decreases” in production are encountered, BES will work with Town staff to allocate proper resources to meet project deadlines. As crews complete their area assignments, Town staff or their designee, will be requested to “close out” that area. Once the area is officially closed out, the crews will be released and they will demobilize. This will continue until all areas are completely closed out. BES owned equipment will be the last to leave and will serve as a “mop up” crew to make sure any punch list items are handled. Upon completion of all area close outs, the Town will be requested to sign a project release to allow BES to finalize demobilization.

4.2 Operations Plan

BES understands the Town’s need for experienced debris removal contractors and the need to return the Town to normalcy quickly and efficiently without adding to the drama of the event.

BES and BLD emergency response team brings with them the understanding, expertise, and history of a construction company, a land development company, and a recycling center. This unique combination of skills makes BES the contractor the Town needs to fulfil the goal of fast, efficient, and cost effective Emergency Debris Management Services.

Our approach begins well in advance of an event, in fact upon contract award. The BES team, led by Vice President and Project Manager Brian Thomason, will meet with the Town’s Contract Coordinator to finalize all contract agreements, identify potential Debris management sites, and prepare a well-defined debris management program (DMP) that is in line with the Town’s Debris Management Plan.

Mr. Thomason will work with the Town’s Contract Coordinator to assess and assist the pre-planning of routes to the Town’s temporary DMS, training, and eminent event communications and planning. BES, as determined by the magnitude of the event and at the direction of the Town, **can and will pre-position equipment and crews within proximity to the Town.**

“Brian and Ariel were both professional and courteous. Being a small municipality, we don’t have the labor at our disposal to handle such an extensive cleanup. They came in, removed a huge burden for the city, managed to keep our residents pleased and displayed a level of customer service you rarely have the pleasure of witnessing these days.”

Cliff Custer, Public Works, Richwood,
TX (May, 2015)

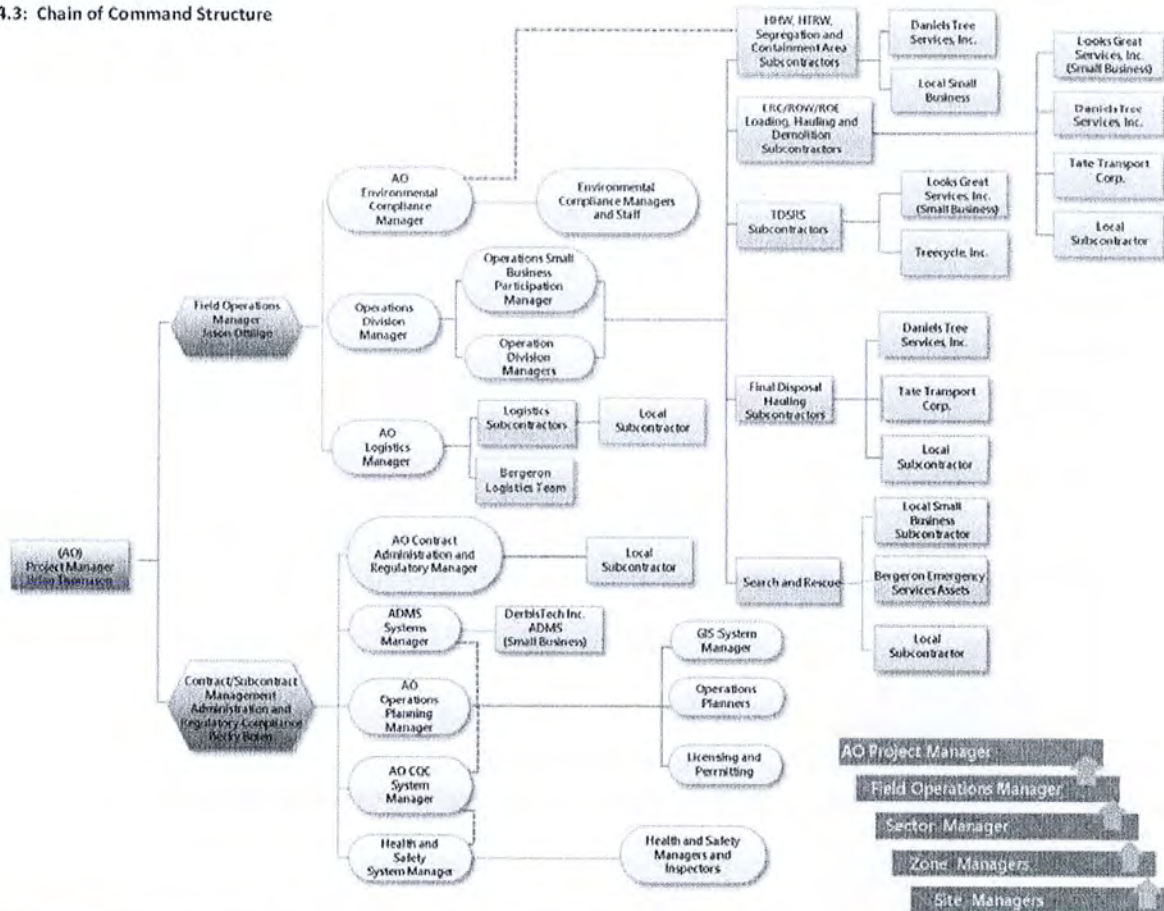
4.2.1 Response Structure

Our project organizational structure is designed around a zoned and phased approach debris removal and disposal services. Exhibit 4.3 provides a visual of our approach. Our task organization structure allows authority to flow down to the lowest practical level to avoid bottlenecks in decision-making.

This structure also provides the added benefit of fostering communications and operations not only within the team but with other contractors as well. The structure shows clear lines of authority and the reporting chain for the execution of the contract, and quality control and safety organizations. All key positions are identified on the chart by title, and organization, as noted in the exhibit’s legend. Its structure provides a precise, logical manner that shows the relationship between the team personnel, support staff, and local subcontractors. This approach and structure is the base of responses for debris removal and management for all events including ice storms, hurricanes, tornadoes, floods, and other environmental causes.



Exhibit 4.3: Chain of Command Structure



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



This structure provides for efficient long-term and day-to-day operations across the Town, encourages open communication, and depicts clear lines of authority, including independent safety and quality reporting. The organization allows for interaction and consultation between all members of the project team, subcontractors, other contractors, the Town, government, and funding organizations. BES's organization structure has a succinct and efficient area operations (AO) team that consists of our **Project Manager/BES Vice President, Brian Thomason**, and our **Field Operations Manager Jason Ottilige**. Because the AO Team is minimal, Brian and Jason can efficiently distribute oversight for the debris removal services, and other assigned Town projects.

Our organizational approach provides the benefits of AO oversight to ensure consistency of execution within the bounds of corporate procedures and practices. Oversight by the AO ensures efficient system support and enables the team to share lessons learned on removal services across the Town.

Our **Contract/Subcontract Management Administration and Regulatory Compliance Manager, Becky Bolen**, oversees all administrative contract/subcontract and regulatory compliance under the contract. Becky reports directly to Brian Thomason, indirectly to Jason Ottilige, and interfaces directly with the Town. As the Contracts and Regulatory Compliance Manager, Becky is at the heart of our management and integration strategy. She manages, coordinates, and tracks all contract objectives, including cost, schedule, safety, quality, procurement, regulatory compliance, FEMA process, and performance objectives. This organization results in an action/results-oriented structure with clear reporting and communication lines, responsibilities, authorities, and accountability. Becky will be supported by the balance of our organization for safety, quality, project controls, procurement, engineering, construction, and regulatory compliance.

Prior to commencing debris removal operations and within three days, or as required in the Town's Task Order, BES will submit to the Town and/or the Town's Contract coordinator, or as directed, the following plans.

- ▶ Contractor Quality Control and Operations Plans - that describe the organizational structure and additional key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the specific geographical area management, and the following additional plans.
 - > Draft Site Specific Health and Safety Plan (SSHSP),
 - > Accident Prevention Plan (APP),
 - > Activity Hazard Analysis (AHAs),
 - > A copy of the BES Contractor Quality Control Plan (CQC), and
 - > Approaches to waste reduction and recycling through Beneficial Re-Use, all specific to the Task Order and AO.
 - > Subcontractor quality control

The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial period though submission of a 2, 7, and 14 day plan. Operation locations will be decided upon and in conjunction with the Town's Contract Coordinator. No later than 3 days after the Task Order is issued, or as directed in the Task Order, BES will provide a final CQC and Operations Plans describing all aspects of the debris management mission.

The CQC and Operations Plans will be updated by the BES Operations Manager and CQC System Manager as necessary and as required by the Town and/or Contract Coordinator.

The Town Contract Coordinator will be responsible for defining the boundaries of the geographic working area – AO. If changes in the AO boundaries are required, the Town will be responsible for providing the updates in writing. BES's approach to management within the defined AOs will remain



consistent regardless of the assignment. The general process of separating a task order AO into smaller operating elements, sectors and sites, for the purposes of managing operations defines geographic area management. These key operating element subdivisions are:



Divisions, Sectoring, Zoning and Sites

After the preliminary damage assessment (PDA), the BES Operations Manager, in consultation with the BES CQC System Manager, will coordinate with the Town's Contract Coordinator to divide the assigned area into Divisions and Sectors. Exhibit 4 provides an example of possible divisions, sectors, and zones for the Town of Davie. Generally, zones will run on pre-planned routes and often follow current Town rubbish collections and or bus routes.

- ▶ Divisions - are a large geographical subsection of an OA, a division is a quadrant of the Town; the number of quadrants will be identified by the Town and BES project manager Brian Thomason.
- ▶ Sectors - are a geographical subsection of a Division. This management system is dynamic and can be adjusted to meet any size AO.
- ▶ Zones - Sectors may be further divided into zones using a similar grid system that incorporates neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area.

In most cases, zone size will correlate conversely to the residential household numbers or population density. This will create, in essence, larger zones in rural areas, medium zones in semi-urban areas, and smaller zones in urban areas. Zones will be designed to split the AO Sector into manageable sizes based on event impact that will generate approximately the same quantity of work to perform (cubic yards of debris, numbers of white goods, roads to perform emergency road clearance, etc.). The intent of this approach is to provide steady production levels and avoid peaks and valleys that would negatively impact the recovery effort by having to continually expand and contract the amount of crews, CQC representatives (CQCs), and Town representatives (Quality Assurance(QA)/Quality Assurance Supervisor(QAS) operating in the field.

Zones will also be arranged in a manner to provide for the shortest hauling distances from all areas. They may be further divided for the purpose of adding additional crews into the area. This process will typically occur if the work load/volume increases in a zone, or as additional crews become available through attrition of work load/volume in other zones.

Division, sector, and zone maps will be generated using a professional geographic information systems (GIS) application that will tie in with the DMS and CQC software. These maps will be produced and distributed to all BES CQC personnel at all levels, Town QAS and field supervisory personnel to ensure systematic and methodical planning as well as efficient and effective operations. Zone maps will be distributed to Site Managers and crews to ensure compliance with the established Geographic Area Management Plan. These maps will vary in size and scope captured, from large Division maps for overall



operational planning to zone and site (street level) maps for distribution to field supervisor and crews performing the work.

Division and Sector Managers

The BES CQC Division and Sector Manager will have responsibility over all CQC activities within a defined Division or Sector and report to the CQC Division (Area) Manager or Assistant Division (Area) Manager. In addition to the details of duties discussed in the BES CQC plan and Debris Management Plan, Sector Managers will be responsible for continually collecting information, not only from their own observations, but from all available sources including joint surveys with Town QA/QAS personnel, CQC Zone and Site Managers, and/or state and local representatives.

Sector Managers will review and track the daily progress of work via the iPad based CQC technology, for compliance with, as well as adaptability and practicality of, the developed geographic management plan. Sector Managers will make changes to the geographical management plan for their sector when necessary to ensure the most efficient and effective use of resources for the highest level of production and safety. Each Sector Manager will be qualified and empowered to make immediate adjustments in the field to prevent any delays, decreased productivity, and/or identified safety hazards. The BES CQC and ADMS systems have the capability to produce in-field real time crew, production and other CQC reports that can be referenced and utilized by Zone and Sector Managers, higher level CQC command and Town QA/QAS to verify and ensure production requirements are being met or if modifications need to be made. These forms and data are accessible by any authorized user both from a web based server and an on-site server. Having real time access to this information allows each Sector Manager to preplan for the next day's operation and develop more long term strategies and plans. The CQC Division (Area) Manager will review each of the Sector Manager's plans for, and make any changes necessary to, the Sector Manager's area of responsibility (AOR).

Sector Managers are engaged with their Town counterparts on a daily basis to discuss successes and failures of operations within each sector. It is essential that communications occur at this operational level, especially when finalizing areas for closeout. A Sector Closeout Plan will be developed based on joint surveys conducted by Sector Managers and their Town QA/QAS counterparts, and may include any number of officials from authorities having jurisdiction.

Management Tools

BES utilizes the National Incident Management System (NIMS) wherein we have established systems for describing, inventorying, requesting, and tracking resources. Debris Management and Event Response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet event needs. Utilization of the Radial Form Technology (RaFT) iPad-based database system allows for resource typing, inventorying, organizing and tracking the dispatch, deployment and recovery of resources before, during and after an event. Exhibit 4.4 illustrates the RaFT system.

Exhibit 4.4: RaFT Software and Hardware





All BES division and sector managers utilize this iPad based database and form technology that integrates Sector and Zone maps. This technology provides the managers a visual representation in near real time of daily progress or progress analysis over a pre-selected date range. By analyzing the data regarding the type (vegetative, C&D, HHW, etc.) and concentration (volumetric analysis) of debris in their portion of the AO, Division (Area) Managers and Sector Managers are able to develop or adjust a geographic area management plan that encompasses the number of crews required, the type of crew package required, where to effectively stage and/or deploy crews, as well as the most advantageous truck routes to utilize. This plan will be updated based on the constantly updated information, priority areas designated by Town QA/QAS, local officials from the jurisdiction having authority, or a combination thereof.

4.3 Services to be provided.

Haul Distance to DMS or Final Disposal from Each Sector and Zone

A major influence on debris collection production levels is haul distance. Loads from each sector should be delivered to the closest DMS or final disposal location available to receive the particular debris classification being transported. Production capabilities and the cost to the government are directly proportional to haul distance. Additionally, the overall safety of the operation is also directly proportionate to haul distances. The shorter the haul distances, less than 10-15 miles on way, the more productive the operation, the less costly and the less chance of a safety incident, such as a major accident involving loaded trucks.



Number of Crews in each Sector

Sector Managers have the authority to coordinate, deploy and position crews in each of the zones that make up their individual sector. Dependent upon the required crew package needed for a particular operation, crews will be assigned to a specific zone within a sector. Initially, the numbers and make-up of crew packages will be assigned to each zone with the intention of having all zones completed within a congruent time table. Sector Managers will ensure that each zone's crews complete one pass through the entire zone, in concert with the BES "clean as you go" policy. This will be verified by all Site Managers within each zone prior to beginning a second pass or crews being reassigned to a new zone. Any material placed in the right-of-way of a street or area in which first pass has been completed, will be left for the next pass.

Numbers of crews as well as maximum allowable time for debris removal and cleanup will be negotiated at the time the scope of work and geographic area(s) are identified in accordance with (IAW) the contract.

Each of these packages may be considered a "crew". Crews will be accompanied by appropriate safety, and/or traffic control personnel and devices (i.e., flagmen, cones, signage, PPE, air monitoring equipment, testing equipment, and other ancillary equipment) as necessary and required. Each piece of equipment/vehicle listed will be operated by a qualified equipment/vehicle operator. Multiple Crew packages will be required and the make-up of specific crew packages will be dependent upon the operational requirements of the sector or zone, actual conditions resulting from an event, local contractor's available equipment, and direction from the Town.



In general, BES will provide the minimum number of crews to commence debris removal operations within the required time identified in issuance of task order NTP.

Examples of our different crew packages for debris removal from public roads, streets and ROWs and hauling to debris management, debris management site, or final disposal sites are as follows:

Street Level	Site Level
Initial Deployment Equipment and Personnel Cadre 1 each – Site Manager (minimum 2 if 24-hour operations are necessary) 1 each – Rubber tire loader-JD 544 or equivalent (may require multiples) 1 each – Trackhoe-JD 210 w/thumb or equivalent (may require multiples) 1 each – Dozer-CAT D6 or equivalent (may require multiples) 1 each – Tub or horizontal grinder, shredder (may require multiples) or 1 each – Air curtain incinerators (may require multiples) 2 each – Laborers (traffic control/flagmen) Search and Rescue Crews 1 each – Site Manager/crew foreman 1 each – Trackhoe excavator minimum 150hp with operator with all slings, riggings, implements required for the Task Order 3 each – Laborers/riggers 1 each – Equipment transport Crew transportation vehicle Typical debris removal from public roads, streets and ROWs and hauling to debris management or final disposal sites 1 each – Self-loading grapple truck 1 each – Self-loading grapple truck, skid steer loader (1 each) 1 each – Knuckle boom loader, dump trucks (3-5* each) 1 each – Front end loader, end dumps (3-5* each) 1 each – Tracked excavator, end dumps (3-5* each) *Depending on haul distances and truck capacity Debris Separation Crews 2 each – Laborers 1 each – Chain saw operator with saw 1 each – Skid steer loader with operator and implements 1 each – Equipment transport 1 each – Crew transportation vehicle HHW Separation and Removal Crew 1 each – Site Manager 1 each – HHW response trailer w/truck containing appropriate HHW segregation containers, proper HHW PPE, monitoring equipment, spill containment equipment, specialty tools, and proper safety and decontamination equipment 4 each – Certified HAZWOPER Trained Personnel 1 each – Skid steer with transport truck, if required	TDSRS/DMS Segregation 1 each – Site Manager 1 each – HHW response trailer w/truck containing appropriate HHW segregation containers, proper HHW PPE, monitoring equipment, spill containment equipment, specialty tools and proper safety, and decontamination equipment 8 each – Certified HAZWOPER trained personnel 1 each – Site Specific Safety Officer 1 each – Skid steer with transport truck 1 each – Trackhoe JD 120 or equivalent w/thumb to separate material from potential HHW Testing of Ash and Disposal at Landfill 1 each – Site Manager 1 each – Environmental Specialist (preferably MS or PhD) 1 each – Assistant Environmental Specialist/Administrative Staff Removal of Non-Freon Containing White Goods 1 each – Self-loading grapple truck, or 1 each – Flat bed/stack bed trailer w/truck, and 1 each – Skid steer with forks, and 1 each – Laborer Removal of Freon Containing White Goods 1 each – Self-loading grapple truck, or 1 each – Flat bed/stack bed trailer w/truck, and 1 each – Skid steer with forks, and 1 each – Laborer 1 each – Licensed Freon Recovery Specialist with equipment Disposal Operations TDSRS/DMS haul to final destination 1 each* – CAT 980 rubber tire loader or equivalent 1 each* – 16 to 30 CY dump trucks, or 1 each* – 30 to 100 CY tractor trailer type haul units *Depending on haul distances and truck capacity

Therefore, we have developed “typed” equipment/personnel packages that would be pre-identified in the case of an unforeseen event and/or pre-staged for an advance notice event. The make-up of these packages is dependent on the variables associated with each type of event, and configured to meet the expected impacts of a particular type of event. The proper equipment/personnel for a particular type of event can easily be mobilized to meet the needs of the particular event by deploying the proper package. In addition to the equipment and personnel, the proper management structure is also deployed with each package. Depending on the package deployed and the number of packages deployed, management will be adjusted appropriately following the NIMS. The incident command structure will limit the span of control or each area of operation and provide for a defined communication structure.

The geographical boundaries or regions established, by the Town, for this solicitation require a structured and controlled deployment. By establishing baseline deployment packages, it is fully understood what the Town should expect for each task order in each area. This is the most comprehensive approach that we have experienced in the industry and can easily be tailored to meet the specific needs of the Town. Moreover, it has been “tried and trued” over and over by the National Forestry Service on numerous firefighting operations.



4.3.1 Debris Removal and Disposal Operations

Following on from Exhibit 4.3, our debris removal and disposal operations organization is depicted in Exhibit 4.5: Debris Removal, Disposal, and right-of-way clearance defines roles, responsibilities, and process flow.

Debris Hauling

Debris hauling may consist of 2 distinct operations as follows:

1. Hauling of unsorted debris from origination point to staging area (Debris Management Site(s) - DMS.)
2. Hauling of sorted debris from staging area to final disposal site.

Construction and demolition debris may require hauling directly to final disposal site from point of origination, if reduction of construction and demolition is prohibited by Federal EPA, Local, or State standards. All field supervisors will ensure that all hauling operations comply with local, state and federal DOT standards in effect at that time and ensure compliance with the Corporate Safety Plan.

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. All supervisors will be responsible to ensure work is conducted only in those areas designated by the Town. Supervisors will not allow work to commence in additional areas until directed by The Town's Authorized Representative. Supervisors will be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative(s) with a copy given to the Town. Supervisors will be responsible for ensuring accuracy, completing CQC and collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms.

Crew foremen and project managers will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of The Town Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris hauling equipment will include, but is not limited to:

- ▶ 16-20 cubic yard dump trucks
- ▶ 21-30 cubic yard dump trucks
- ▶ 30-50 cubic yard tractor trailers
- ▶ 50-75 cubic yard tractor trailers
- ▶ 75-100+ cubic yard tractor trailers
- ▶ Roll-off dumpsters or any other specialized hauling equipment

Past experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective.



Exhibit 4.5: Debris Removal, Disposal, and ROW clearance



All equipment is mechanically loaded only and haul truck beds will be equipped with tailgates constructed of materials (i.e. chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

- ▶ Haul truck bed extensions will comply with all applicable local, state, and federal laws.
- ▶ Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed.
- ▶ Bed extensions will not extend beyond 24 inches above the manufacturer's bed height.
- ▶ Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact.
- ▶ Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts.
- ▶ Each side extension will be secured with metal brackets and bolts to the front-end extension.

All supervisors will utilize the check sheet provided by BES Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Maintenance/Fuel Vehicles and Personnel

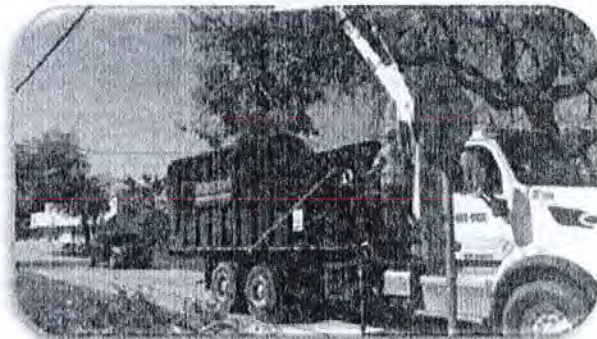
Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel and to provide all required field maintenance to ensure equipment operations.

Operations

All field supervisors will ensure that all debris-hauling operators are licensed and/or certified to operate required equipment. All debris-hauling operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Town. All debris haul operators will visibly display colored signs provided by BES and, if applicable, the Town. BES signs are secured, weather-proof signs will be placed on the driver and passenger doors of the vehicle cab. Any signs provided by The Town will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the Town. All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss.

Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to enter work sites. Each sign/pass will contain the following information: company logo, contract location, the Town name, contract number, truck number, date of issue, supervisor name/signature.

All debris pick-up and haul operators will maintain the numbered debris hauling/transportation documentation/verification form "BES Debris Transportation" or tickets provided by the Town. Each





form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris haul operators during debris pick-up operations. All debris haul operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Collection of HHW

Crews (1-truck, 2-technicians) will make passes through the affected areas. The crews will be assigned a mapped area in which they will make their sweeps. Once the team has a full load, they will return to the collection site(s) to off-load materials.

Collection of Other Materials

- ▶ **Asbestos Containing Materials:** BES has the ability and licensed personnel to remove, package and dispose of known or suspect asbestos containing materials. If any suspect material is found, BES has inspectors and certified personnel that can sample, remove, package, and dispose of regulated-and non-regulated asbestos containing materials.
- ▶ **Hazardous Waste, Bio Hazardous Waste or Other Contaminated Waste:** If directed, BES has the ability to remove, package, and dispose of all labeled hazardous waste, bio-hazard waste, or any other contaminated waste.
- ▶ **White Goods Containing Freon or Chlorofluorocarbons (CFCs) (refrigerators, freezers, air conditioners, etc.):** For the collection of white goods, a crew will consist of a truck/trailer, skid steer, hand truck, and two recovery technicians. At the curbside, the crews will temporarily secure the door(s) and load the unit on the truck for transport.
- ▶ **Cleaning/Staging White Goods containing Freon or CFCs:** Once the white goods reach the staging area(s), they will be staged separate from the HHW. The units will be opened and putrefied foods inside the unit will be placed into containers, then each unit will be sprayed with a sterilization solution. The area for the putrefied foods will be limed as needed to control the anticipated odor problems. The unit will then be moved to the Freon removal station. Any white goods that could potentially contain Freon or other CFCs will not be disposed of until they have been certified or confirmed as being free of Freon or CFCs. These will be staged separate from the white goods that do not contain Freon or CFCs. Crews at the staging area will consist of skid steer, equipment operator and recovery technician.
- ▶ **Removal of Putrefied Foods from Warehouse or Commercial Stores:** Removal of large quantities of food, require a different level of PPE. The hazards involved are much greater, including the risk of slips, trips, falls, and cuts. Equipment such as roll off units will be required for the disposal.
- ▶ **Street Collection of Non-Freon White Goods:** BES will utilize crews for street collection of the non-Freon white goods. These crews will consist of a skid steer, truck, two dump trucks, two drivers, equipment operator, and a recovery technician. The units will be picked up at curbside with the skid steer and loaded into the dump trucks. As the non-Freon units are loaded, the skid steer will move the Freon units to an unencumbered curbside area for pick up by the Freon unit crews. The other white goods can be transported to a landfill to be designated by the Town.
- ▶ **Residential E-Waste, Small Tools and Equipment:** Any waste that can be recycled will be taken to the staging area(s). Batteries will be removed where applicable and be placed into drums for disposal. Any equipment containing fuel/oils will be staged and the fuel/oils will be removed prior to disposal. Any equipment or materials that can be recycled will be placed in a separate area for proper disposal.



Debris Disposal

Debris disposal is the pre-planned, pre-approved operation of placing debris in approved DMS sites.

Debris disposal operations can be segmented into three distinct operations:

1. Haul to and tip at debris disposal site.
2. Physical operation of debris disposal site.
3. Augmentation of debris disposal site permanent staff and equipment.

Disposal Site(s)

A disposal site may be a dump and/or a landfill owned and operated by private or public sectors.

Non-burnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

Equipment

Debris disposal hauling equipment will include, but is not limited to:

1. 16-30 cubic yard dump truck.
2. 30-100 cubic yard tractor-trailer or other such haulers as the Town may direct.

Past experience has shown that the farther the haul distance, larger capacity trucks are more effective. All haul truck beds will be equipped with tailgates constructed of materials (i.e., chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed.

Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

1. Disposal haul truck bed extensions will comply with all applicable local, state, and federal laws. Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed.
2. Bed extensions will not extend beyond 24 inches above the manufacturers bed height. Bed extensions will be constructed of not less than 2"x6" lumber.
3. All disposal trucks will be mechanically loaded and pre-measured and accepted by the Town before being utilized in debris removal operations.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Safety

All supervisors and/or foremen will utilize the check sheet provided by the assigned BES Safety Officer to ensure all safety equipment is maintained and operable on all debris disposal hauling equipment and to ensure compliance with the Corporate Safety Plan.

4.3.2 Operating debris management sites, including site safety plan

Construction of debris staging site elements will commence immediately upon receipt of a Task Order and NTP from the Town. BES will ensure that debris staging site construction will be accomplished as rapidly as possible, because of the criticality of staging sites to the debris removal process as a whole.



DMS management follows on from Exhibit 4.3; our debris removal and disposal operations organization is depicted in Exhibit 4.6.

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. Debris staging (DMS Managers) site supervisors will be responsible for management of all operations of the DMS to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security and remediation. Supervisors will be responsible for the safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

BES Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative with a copy given to the Town. BES Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms.

Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Town Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris staging site equipment may include but is not limited to the following:

- ▶ Excavators with thumb
- ▶ Track type tractors with root rakes
- ▶ Track type tractors with push blade
- ▶ Farm type tractor with box blade
- ▶ Motor grader
- ▶ Rubber tire loader
- ▶ Tub grinder
- ▶ Brush chipper
- ▶ Air curtain burner

All equipment will meet current safety standards.

Maintenance/Fuel Vehicles and Personnel

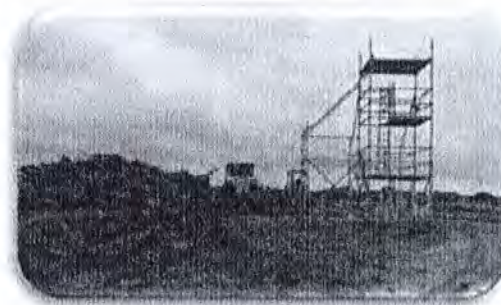
Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Laborers

One to two (1–2) laborers with specialized hand tools for segregation and separation will accompany each piece of heavy equipment.



Exhibit 4.6: DMS Management





Debris Staging Site Key Steps

The following information will be utilized to create a location specific site management plan and site safety plan to accompany this plan.

Site Access

Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by the Town and appropriate authority having jurisdiction over primary road right-of-way. All temporary roads leading to and through the debris staging site should be constructed and maintained for all weather use (i.e., rock laid roads).

Inspection Towers

Inspection towers will be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspection towers will be utilized at each debris staging site. One tower at point of ingress for use by BES Representative and the Town Inspector, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. The egress tower should be manned by at least one representative from the Town.

Traffic Controls

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Safety Plan.

Clearing and Grading

Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and Task Order from the Town.

Environmental Protection

BES's Environmental Protection Plan incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control. The Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others are incorporated in full by BES's Environmental Protection Plan. Environmentally sensitive areas (i.e., wetlands, habitat, historical sites) within or in proximity to a debris staging site will be avoided, designated as sensitive, protected, and access restricted to the extent possible from adverse impact. All requirements of pertinent environmental standards will be complied with.

Debris Storage Areas

Debris will be segregated into the following four main areas of concern unless otherwise instructed by the Town:

1. **Vegetative Debris.** Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance requirements for reduction of vegetative debris.

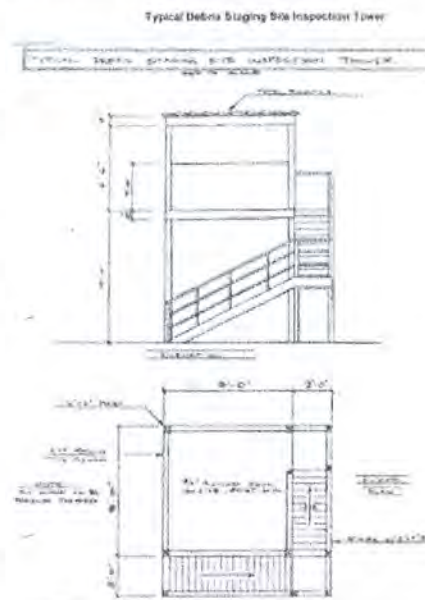


Exhibit 4.7: Inspection Tower



2. **C&D Debris.** C&D debris will be dampened prior to dumping and periodically as needed, to comply with local, State and federal EPA standards.
3. **Recyclable/Salvage.** Recyclable/salvageable materials will be stock piled in accordance with Task Order.
4. **Household Toxic Waste (HTW).** HTW will be segregated and stored in a Town approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

Safety Precautions

Water Trucks:

The required number of water trucks will be stationed at each debris-staging site. Water trucks will be utilized to reduce the threat of friable materials from C&D debris being released into the atmosphere. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations. Water trucks will be utilized to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the DMS.

Fire Suppression Equipment:

Fire extinguishers will be located, throughout the debris staging sites, as required by the site management plan, site safety plan, OSHA requirements, and the Town Task Order. All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks and to ensure compliance with the Corporate Safety Plan.

Street/Road Level Segregation:

All foremen will direct debris removal personnel to segregate debris into four areas:

1. Vegetative debris
2. C&D debris
3. Recyclable/salvageable materials
4. HTW

Segregation of debris at the street/road level will not take precedence over completing street/road debris removal operations in a safe and rapid manner. All personnel conducting debris segregation at the street/road level will receive a safety briefing on potential hazards and injury prevention to ensure compliance with the Corporate Safety Plan.

Debris Segregation at Staging Sites:

Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled. Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary.

Vegetative debris will be placed into two separate piles:

- ▶ The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.
- ▶ Pile two will be started and accumulated until the reduction of the pile one has been completed.
- ▶ At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- ▶ All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected jobs to ensure compliance with the Corporate Safety Plan.



- C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed.

BES will consult with the Town, local fire officials, and pertinent environmental officials regarding the requirements for stock piling of C&D debris.

White goods will be segregated, as required by the Town Task Order. White goods will be placed and stored until instructed by the Town as to its final disposition.

Salvageable/recyclable materials will be segregated, as required by the Town Task Order. Salvageable/recyclable materials will be segregated and stored until instructed by the Town as to its final disposition. Exhibit 4.8 provides a diagram of our Debris Accountability.

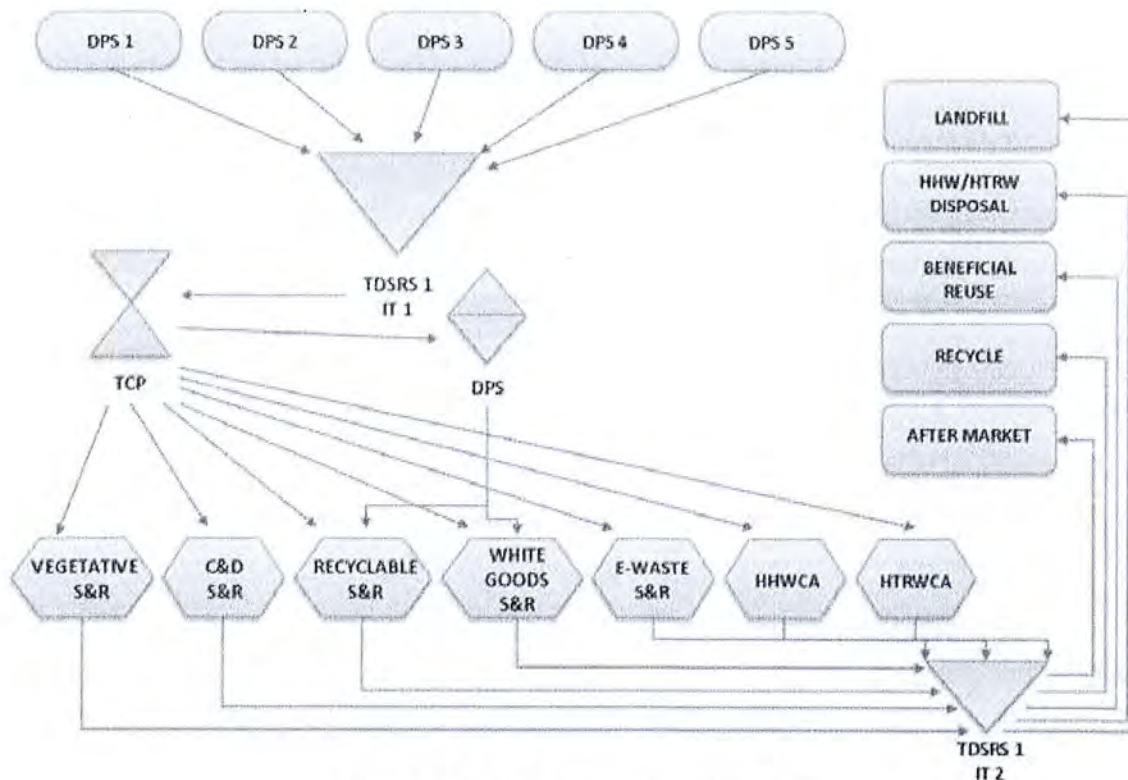


Exhibit 4.8: Debris Accountability Flow Chart

This flow chart shows debris documentation accountability and flow of materials from field operations through the DMS to final disposal.

DPS – Debris Pick-up Site

TDSRS – Temporary Debris Storage and Reduction Site

DPS – Debris Pick-up Site

C&D – Construction and Demolition

HTRW – Hazardous/Toxic/Radiological Waste

IT – Inspection Tower

DSP – Debris Segregation Point

TCP – Traffic Control Point

S&R – Storage and Reduction

HHW – Household Hazardous Waste Containment Area



Debris Reduction

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a Town Task Order or NTP, night operations may be conducted. Night operations will be limited to reduction of debris by burning. Night operations will only be conducted upon a determination by the BES Safety Officer and concurrence by the Town, that such operations may be conducted in a safe manner.

Grinding, Chipping and/or Shredding Operations

Grinding, chipping, and/or shredding operations will be accomplished on all vegetative debris not reduced by burning operations. Grinding, chipping, and/or shredding operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is also the most time consuming and costly reduction operation due to material handling and haul disposal costs after reduction operations have been accomplished. Grinding, chipping, and/or shredding of C&D materials is prohibited by and within numerous jurisdictions. Grinding, chipping, and/or shredding operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Town Task Order.

Grinding, chipping, and/or shredding of vegetative debris will be accomplished on the piles of vegetative debris as set out below:

1. Vegetative debris will be placed into two separate piles.
The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.
2. Pile two will be started and accumulated until the reduction of the pile one has been completed.
At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished.
This rotation will continue until the task is completed.

All BES personnel involved in vegetative debris grinding, chipping, and/or shredding operations will receive a safety briefing for all affected job functions.

A track-type tractor with blade or a rubber tire loader will pick-up, and stock pile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan, and the Town Task Order. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

HHW is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste.

Acceptable materials include, but are not limited to:

- | | |
|---------------|------------------------|
| ▶ Batteries | ▶ Antifreeze |
| ▶ Waste Oil | ▶ Pesticides |
| ▶ Waste Fuels | ▶ Spray Cans |
| ▶ Paint | ▶ Unidentified Liquids |
| ▶ Chemicals | ▶ Household Cleaners |



4.4 Concerns of Significance

Every large scale debris management and recovery operation introduces a myriad of complexities and issues that require any debris team to evaluate the issues, develop a plan, implement the plan, and execute the plan to overcome the issues. Our debris work plan discussed throughout our response to this solicitation details the many complexities of a debris operation and a plan to address them. However, every town, city, county, and state have very diverse demographics and each operation will be different in the challenges faced. The key to a successful debris operations plan is "pre-planning." The time to be identifying potential challenges and issues that could be encountered in the Town of Davie recovery is NOT after the wind has blown, with BES, it begins as soon as contract award.

Three questions must always be answered in all debris management planning efforts:

1. Who is in charge? (Who is the County Debris Manager?)
2. Who pays? (Understanding the funding sources and eligibility requirements.)
3. Who gets the credit? (Debris management can be a career maker or a career breaker depending on your debris planning. Also, you must understand the politics of debris management.

Once the questions have been answered, planning to overcome any difficulties in debris operations can be successfully accomplished. **IF YOU FAIL TO PLAN, YOU PLAN TO FAIL!**

Consideration must be taken in teams approach to all storms, big or small. In all cases, the following statements can create a foundation for any approach to surmount them:

1. Planning is the Most Common Function for all Response

IT CAN:

- ▶ Measure Results against the expected
- ▶ Keep the Playing Field Near Level
- ▶ Open Options for Priority Selection

ALL STORMS:

- ▶ Require Planning & Management
- ▶ Require close attention to Planning DETAILS ...Otherwise, you may lose control.

THEY ALL HAVE:

- a. TWO ABSOLUTES
 - b. TWO FACTS
 - c. THREE ISSUES
- a. ABSOLUTES:
 - ▶ Only "Two" Absolutes Concerning PLANNING for Disasters:
 - ▶ They are all different in scope, complexity, and results.
 - ▶ They all have three issues in common that will surface during the storm recovery life.
 - b. TWO FACTS:
 - 1-Debris Removal is the Motherhood of Recovery
 - 2 -Any storm we respond to will be no different
 - c. ISSUES:
 - ▶ Who's in charge!
 - ▶ Who pays!
 - ▶ Who gets the credit or blame!



- ▶ DETAILED PLANNING IS REQUIRED BECAUSE!
- ▶ Storm Debris is the:
 - > MOST Expensive!!
 - > MOST Reviewed!!
 - > MOST Audited!!
 - > MOST De-obligated!! and
 - > MOST Prosecuted!!

By working as a team and beginning comprehensive debris management planning immediately upon contract is the key to successful debris removal operations. BES has detailed that actual way that we will handle, haul, reduce and dispose of all types of debris. The operations model transitions from day to day based on the characteristics of the event. **HOWEVER, WITHOUT A DEBRIS MANAGEMENT PLAN AND A CONTRACTOR AND CLIENT WHO BY INTO THAT PLAN IS THAT NO ISSUE WILL EVER BE RESOLVED AND YOUR OPERATION WILL SUFFER.** There in itself lays the #1 most important difficulty that must be overcome. The questions have to be answered first and then, and only then, will the potential issues in Fairfax County operations surface and be planned for. Then nothing is insurmountable.

Tab 5: Previous Experience of the Proposed Key Personnel



BERGERON



5.0 Previous Experience of the Proposed Key Personnel

5.1 BES 10 Year History

BES has been providing emergency and disaster recovery management services on the Federal, State, and Local levels with more than 43 midsize to large events over the past 50 years. Our history and performance has developed our reputation for reliability in response, removal and recovery actions. Exhibit 2.1 provides our list of our similar projects.

FEATURES: BES has an emergency response capability in place that identifies key leaders and managers who will be the first responders to a call for support by the Town of Davie. There is a formal organizational structure that identifies responders by name with multiple means to make contact. Prepositioned instructions for immediate response will be proposed and each response team will undergo a minimum of 12 hours of formal training and practical exercises to insure the full and complete understanding of the duties and responsibilities of each team member. Exercise drills will be conducted with key leader participation at least once each quarter, and more frequently if necessary to test the operation of the system. In addition, BES will provide each key leader a written response plan to be available for study, easy reference and for use to enhance the understanding and effectiveness of the emergency disaster response system. A key senior executive in BES will be assigned responsibilities in writing for management of the process and will continually update and improve the plans. This emergency response process will include the identification, assembly and deployment of the equipment required to ensure the full and complete response by BES to any emergency situation for which support is required. This emergency procedure will be codified in operating manuals that will provide guidance and direction in clear understandable and executable language to guarantee the most effective fully intergraded team respond to the County's disaster response notification.

BENEFITS: BES will define organizational structure and response capabilities with clear written instructions to ensure effective team work and provide a unified and fully integrated and coordinated response team. It will also provide the capability to conduct periodic exercises and drills to test the system and provide the basis for continuous improvement. They will ensure the County has a contractor team that understands disaster response, knows how to execute quickly and effectively and can comprehensively support the mission to respond to a disaster, mitigate the immediate impact to the existing community and quickly begin the recovery action that is required to restore communities affected by the hurricane, tornado, fire, snow and ice storms and counted disasters that require the mobilization and deployment of a disaster response capability.

PROOFS: BES past performances and our years of experience fully demonstrates our capability to respond to disaster situations. Our experience and our documented performance show that we understand how to mobilize, deploy, engage small and large business subcontractors and work with public officials with disaster response management. We will apply that experience and work to maintain and continuously improve our capability to ensure we are prepared to respond quickly and effectively to support the County's disaster response mission.

Comprehensive descriptions and letters of commendation and recommendation are provided in Appendix A.

**50 Years of Emergency
and Disaster Response
Never terminated nor
dismissed
Over 50 Pre-Positioned
Contracts
Over \$75 M Dollars
Disaster Debris
Removal projects
Subcontracting to local
and local small
businesses**

RELIABLE
RESPONSE



In the last five years BES has removed a total of 160,000 CY of waste on projects such as Hurricane Matthew, the first hurricane to make landfall in Florida in 10 years where BES crews removed and processes approximately 60,000 CY of debris, and the Lake Jackson Tornadoes of May 2015, where BES removed 15,000 CY of debris. Other events such as Superstorm Sandy, Colts Neck, NY in 2012 our crews removed 65,000 CY of debris. And, for the recent tornadoes in Lighthouse Point, Sarasota, and Bradenton Florida we removed a combined total of 20,000 CY of debris. On our ongoing waste management services, we generally pickup and haul from curbside of more than 100,000 CY of mixed debris and waste per month.

Exhibit 5.1: List of Similar Projects

Event	Year	Total CY/Tons	Total Dollars	FEMA #	Emergency Road Clearance	Cut & Toss	Vegetative	White Goods	ROW	HHW	C&D	Hangers & Stumps	Dead Animal Carcasses	DMS/TDSRS	Comments
Hurricane Matthew, FL	2016	60,000 CY total Vegetation	\$1,450,000.00	DR-4283											Volusia School Board FDOT District 5 Volusia and
City of Lighthouse Point	2016	75,000 CY	\$75,000.00	N/A											Tornadoes
City of Sarasota	2016	75,000 CY	\$75,000.00	N/A											Tornadoes
Seminole County	2016	15,000 CY	\$78,000.00	DR-4283											Hurricane
City of Lake Jackson TX	2015	15,000 CY	\$250,000	N/A											Straight Line Winds
City of Richwood TX															
SuperStorm Sandy		NJ, 65,000 CY NY, 394 flush cuts, 694 stump extractions													Township of Colts Neck, NJ, All 5 boroughs of New York City USACE
	2012		\$1,750,000.00	NJ DR-4086 NY DR-4085											
Tropical Storm Isaac	2012	224 Tons	\$145,000.00	EM-3347											Removal of 224 Tons of Dead Fish Indian River Trail Improvement Distics Canal
Broward County, Solid Waste and Recycling Division	2010	950,000 Tons Annually	\$1,000,000.00												Pickup and haul of mixed debris, curb side.
Kentucky Ice Storms	2009	1.6M CY	\$8,300,000.00	DR-1609											5 Counties
Hurricane Ike	2008	48,800 CY	\$305,000.00	DR-1791											7 Cities and Towns in Texas
Hurricane Wilma Pickup Operations	2006	8M CY	\$20,000,000.00	DR-1609											8 Cities; Broward County School Board
Hurricane Wilma Operations	2006	8M CY	\$20,000,000.00	DR-1609											8 Cities; Broward County School Board

5.2 Demonstrate that the Proposer has experience performing work as a primary contractor on previous Disaster Debris Management projects.

BES performed as prime on each of the projects listed in Exhibit 5.1.

5.3 References

1. Company Name	City of Plantation, Florida
Contact Name / Title	Edward Consaul, Public Works Director
Address	750 NW 91 ST Ave, Plantation, FL
Phone Number	(954) 452-2535; Email: EConsaul@plantation.org
Type of Contract	Disaster Debris Management & Removal Contract
Duration of Contract	October 2005 – March 2006
\$ value of Contract	\$+1M
Number of Residents	Over 100,000



2.

Company Name	FDOT District 5
Contact Name / Title	Jennifer Smith, FDOT
Address	719 S. Woodland Boulevard, DeLand, FL 32720-6834
Phone Number	386-943-5367; Email: Jennifer.smith2@dot.state.fl.us
Type of Contract	Disaster Debris Removal and Disposal
Duration of Contract	October 2016,
\$ value of Contract	\$800,000.00
Number of Residents	Over 1 Million

3.

Company Name	Volusia County School Board
Contact Name / Title	David Biletto/ Coordinator
Address	3750 Olson Dr. Daytona Beach, FL 32124
Phone Number	386-527-6041; Email: Dcbilett@volusia.k12.fl.us
Type of Contract	Disaster Debris Removal and Disposal
Duration of Contract	October 2016
\$ value of Contract	\$615,000.00
Number of Residents	Over 500,000

4.

Company Name	City of Miramar, Florida
Contact Name / Title	Tom Good, Public Works Director
Address	2300 Civic Center PL, Miramar, FL, 33025
Phone Number	(954)-883-6836; Email: TGood@miramarfl.org
Type of Contract	Disaster Debris Management & Removal Contract
Duration of Contract	October 2005 – March 2006
\$ value of Contract	\$+1M
Number of Residents	Over 134,000

5.

Company Name	City of Lighthouse Point
Contact Name / Title	John Lavisky, City Administrator jlavisky@lighthousepoint.com
Address	2200 N.E. 38 th Street, Lighthouse Point, FL 33064
Phone Number	954-943-6500; Email: jlavisky@lighthousepoint.com
Type of Contract	Disaster Debris Removal and Disposal
Duration of Contract	April 2012-April 2018
\$ value of Contract	\$22,240
Number of Residents	Over 10,000

6.

Company Name	City of Sarasota, Florida
Contact Name / Title	Jason White
Address	Waste Management
Phone Number	813-918-1593; Email: Jwhite3@WM.com
Type of Contract	Disaster Debris Removal and Disposal
Duration of Contract	May 2016
\$ value of Contract	\$75,000.00
Number of Residents	Over 55,000



7.	Company Name	Seminole County
	Contact Name / Title	Jeff Waters, Seminole County
	Address	1101 East 1st Street, Sanford, FL 32771
	Phone Number	407 665-2261; Email: Jwaters02@seminolecounty.gov
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	October 2016
	\$ value of Contract	\$78,000.00
	Number of Residents	Over 450,000

Tab 6: Financial Capacity



BERGERON
D. BERGERON & SONS, INC.



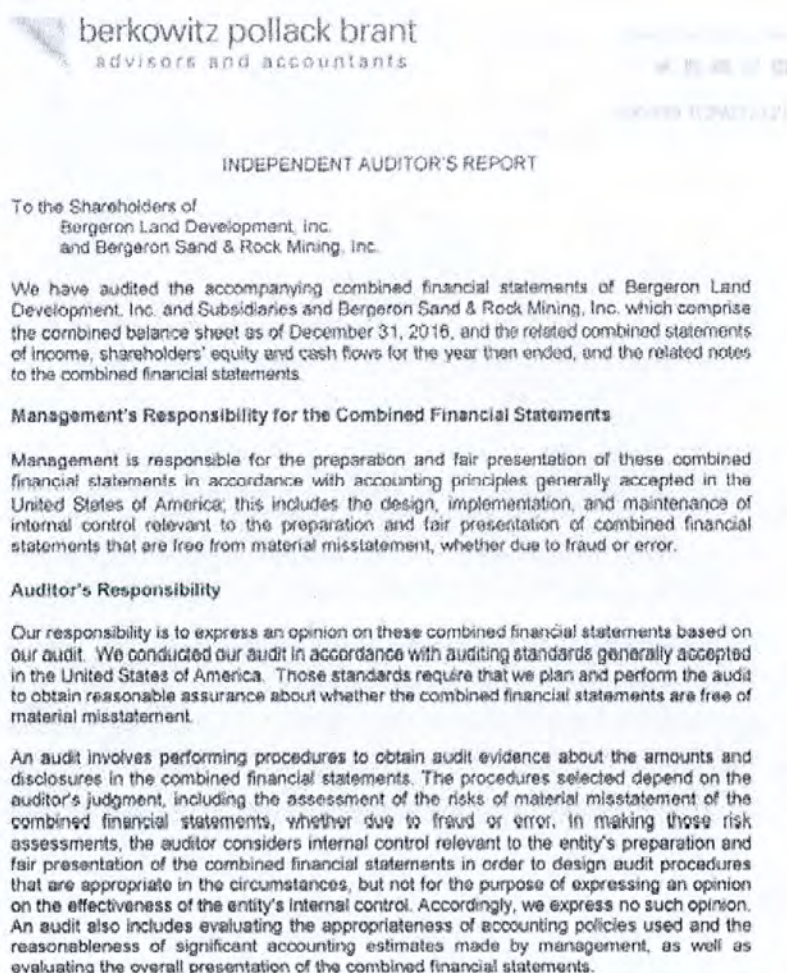
6.0 Financial Capacity

6.1 Financial Status

BES has been providing Florida with disaster debris management and removal services for over 10 years and over 49 years under our parent company Bergeron Land Development. Our most recent financial statements are provided as proof of our financial capacity. BES also offers the following capacities.

- ▶ \$25 million worth of readily available Bergeron-owned equipment
- ▶ \$85 million bonding capability for single project
- ▶ \$170 million aggregate bonding capability (Favorable consideration will be given for projects requiring higher capacities)

2016 Financials





We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Bergeron Land Development, Inc. and Subsidiaries and Bergeron Sand & Rock Mining, Inc. as of December 31, 2016, and the combined results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The supplemental information (pages 23-28) is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Berkowitz Pollack Brant

Miami, Florida
April 14, 2017



BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED BALANCE SHEET

DECEMBER 31, 2016

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 8,299,859
Accounts receivable:	
Contract receivables, net	11,288,367
Other	248,800
Costs and estimated earnings in excess of billings	55,231
Inventories	52,389
Prepaid expenses and other current assets	60,351
TOTAL CURRENT ASSETS	<u>20,004,797</u>

LONG-TERM CONTRACTS RECEIVABLE, net 2,617,229

PROPERTY AND EQUIPMENT, net 16,550,725

TOTAL ASSETS \$ 39,172,751

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable, including retainage	\$ 9,361,321
Accrued expenses	1,267,869
Billings in excess of costs and estimated earnings	7,030,291
Current maturities of long-term debt	<u>3,216,583</u>
TOTAL CURRENT LIABILITIES	<u>20,876,044</u>

LONG-TERM RETAINAGE PAYABLE 1,089,516

LONG-TERM DEBT, less current maturities 6,849,249

TOTAL LIABILITIES 28,814,809

COMMITMENTS AND CONTINGENCIES

SHAREHOLDERS' EQUITY 10,357,942

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY \$ 39,172,751

See notes to combined financial statements.



BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED STATEMENT OF INCOME

YEAR ENDED DECEMBER 31, 2016

REVENUES FROM CONTRACTS	\$ 58,958,670
COST OF REVENUES FROM CONTRACTS	<u>52,987,284</u>
GROSS PROFIT FROM CONTRACTS	<u>5,971,386</u>
REVENUES FROM DEBRIS CLEANUP SERVICES	2,817,169
COST OF REVENUES FROM DEBRIS CLEANUP SERVICES	<u>2,534,934</u>
GROSS PROFIT FROM DEBRIS CLEANUP SERVICES	<u>282,235</u>
TOTAL GROSS PROFIT, net	6,253,621
GENERAL AND ADMINISTRATIVE EXPENSES	<u>6,300,476</u>
LOSS FROM OPERATIONS	<u>(46,855)</u>
OTHER INCOME (EXPENSE):	
Self storage rental income, net of depreciation and real estate taxes	364,856
Other rental income	127,285
Gain on sale of equipment	209,692
Gain on involuntary conversion of equipment	56,379
Interest income	291
Interest expense	<u>(211,563)</u>
TOTAL OTHER INCOME, net	<u>546,940</u>
NET INCOME	<u>\$ 500,085</u>

See notes to combined financial statements.



6.2 Surety Letter



NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A MEMBER OF THE BERGERON GROUP

April 28, 2017

Davie, FL
6591 Orange Drive
Davie, FL 33314

Re: **Bergeron Emergency Services, Inc.**
RFP#B-17-57 Disaster Debris Management & Removal Service

To Whom it May Concern:

It is our understanding that you are considering Bergeron Emergency Services, Inc. as the contractor for your construction project. This is to advise you that our office provides Bid, Performance, and Payment Bonds for Bergeron Emergency Services, Inc. Their surety is Fidelity and Deposit Company of Maryland which carries an A.M. Best Rating of A+ (Superior) XV and listed in the Department of the Treasury's Federal Register. The Home Office address is 1299 Zurich Way, Schaumburg, IL 60196-1056.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds for the above referenced project. At the time of this request, they have a bonding capacity of \$85,000,000 for a single job and \$170,000,000 aggregately. We obviously reserve the right to review the terms and conditions of the contract and contract amount, and verify the adequacy of project funding prior to final commitment to issue bonds and we cannot assume liability to any third party, including you if we do not execute said bonds.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. I highly recommend Bergeron Emergency Services, Inc. and invite your further inquiry.

Sincerely,

Brett Rosenhaus
Producer
BR/jms

ST. PETERSBURG
1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.304.1800 F: 727.304.1335
ASHEVILLE
66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431

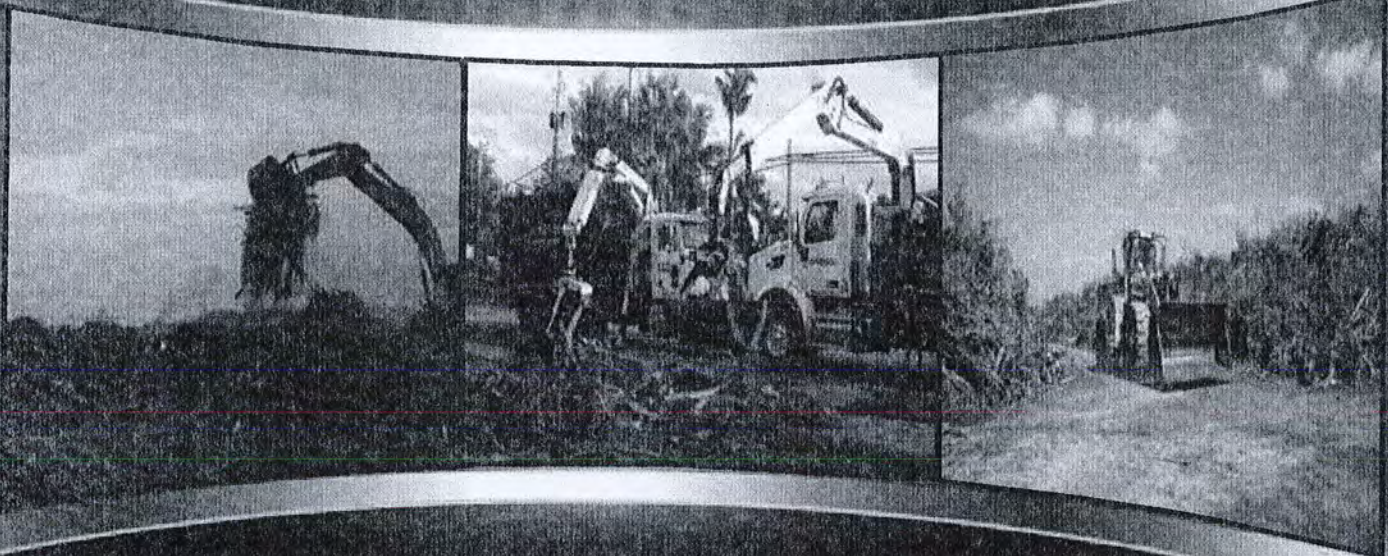
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on the title page of this proposal.

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Tab 7: Client References and Past Performance



BERGERON



7.0 Client References and Past Performance

7.1 Three government entities with a population of at least 75,000

1.	Company Name	FDOT District 5
	Contact Name / Title	Jennifer Smith, FDOT
	Address	719 S. Woodland Boulevard, DeLand, FL 32720-6834
	Phone Number	386-943-5367; Email: Jennifer.smith2@dot.state.fl.us
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	October 2016,
	\$ value of Contract	\$800,000.00
	Number of Residents	Over 1 Million

2.	Company Name	City of Miramar, Florida
	Contact Name / Title	Tom Good, Public Works Director
	Address	2300 Civic Center PL, Miramar, FL, 33025
	Phone Number	(954)-883-6836; Email: TGood@miramarfl.org
	Type of Contract	Disaster Debris Management & Removal Contract
	Duration of Contract	October 2005 – March 2006
	\$ value of Contract	\$+1M
	Number of Residents	Over 134,000

2.	Company Name	City of Plantation, Florida
	Contact Name / Title	Edward Consaul, Public Works Director
	Address	750 NW 91ST Ave, Plantation, FL
	Phone Number	(954) 452-2535; Email: EConsaul@plantation.org
	Type of Contract	Disaster Debris Management & Removal Contract
	Duration of Contract	October 2005 – March 2006
	\$ value of Contract	\$+1M
	Number of Residents	Over 95,000

7.2 Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years.

1.	Company Name	City of Plantation, Florida
	Contact Name / Title	Edward Consaul, Public Works Director
	Address	750 NW 91 ST Ave, Plantation, FL
	Phone Number	(954) 452-2535; Email: EConsaul@plantation.org
	Type of Contract	Disaster Debris Management & Removal Contract
	Duration of Contract	October 2005 – March 2006
	\$ value of Contract	\$+1M
	Number of Residents	Over 100,000

2.	Company Name	FDOT District 5
	Contact Name / Title	Jennifer Smith, FDOT
	Address	719 S. Woodland Boulevard, DeLand, FL 32720-6834
	Phone Number	386-943-5367; Email: Jennifer.smith2@dot.state.fl.us
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	October 2016,



	\$ value of Contract	\$800,000.00
	Number of Residents	Over 1 Million
3.	Company Name	Volusia County School Board
	Contact Name / Title	David Biletto/ Coordinator
	Address	3750 Olson Dr. Daytona Beach, FL 32124
	Phone Number	386-527-6041; Email: Dcbilett@volusia.k12.fl.us
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	October 2016
	\$ value of Contract	\$615,000.00
	Number of Residents	Over 500,000
4.	Company Name	City of Miramar, Florida
	Contact Name / Title	Tom Good, Public Works Director
	Address	2300 Civic Center PL, Miramar, FL 33025
	Phone Number	(954)-883-6836; Email: TGood@miramarfl.org
	Type of Contract	Disaster Debris Management & Removal Contract
	Duration of Contract	October 2005 – March 2006
	\$ value of Contract	\$+1M
	Number of Residents	Over 134,000
5.	Company Name	City of Lighthouse Point
	Contact Name / Title	John Lavisky, City Administrator jlavisky@lighthousepoint.com
	Address	2200 N.E. 38 th Street, Lighthouse Point, FL 33064
	Phone Number	954-943-6500; Email: jlavisky@lighthousepoint.com
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	April 2012-April 2018
	\$ value of Contract	\$22,240
	Number of Residents	Over 10,000
6.	Company Name	City of Sarasota, Florida
	Contact Name / Title	Jason White
	Address	Waste Management
	Phone Number	813-918-1593; Email: Jwhite3@WM.com
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	May 2016
	\$ value of Contract	\$75,000.00
	Number of Residents	Over 55,000
7.	Company Name	Seminole County
	Contact Name / Title	Jeff Waters, Seminole County
	Address	1101 East 1st Street, Sanford, FL 32771
	Phone Number	407 665-2261; Email: Jwaters02@seminolecounty.gov
	Type of Contract	Disaster Debris Removal and Disposal
	Duration of Contract	October 2016
	\$ value of Contract	\$78,000.00
	Number of Residents	Over 450,000



7.3 What disaster recovery monitoring services firm(s) have you worked with in the past five (5) years?

Target Engineering

Brian Moesher / Lead field Monitor

Phone: (407) 797-9361

bmoesher@targetengineering.com

Kevan Parker | Sr. Regional Manager, Recovery Services

Witt | O'Brien's

2000 Old Spanish Trail, Suite 210

Slidell LA 70458

Cell: +1(850) 260-2884

kparker@wittobriens.com

7.4 Contracts for these services in Miami-Dade, Broward and Palm Beach counties

Client	Term	Services	Contact
Broward County, Florida 20080505-0-WRS-01	Mar-20	Temporary Debris Management Site Services	Richard Meyers, Project Manager 954-765-4999 RMeyers@broward.org
City of Lighthouse Point, Florida RFP-2012-004	May-17	Emergency Push & Storm Debris Collection & Removal Services	Charles Schramm, Public Works Director - 954-943-6500 cschramm@lighthousepoint.com
City of Miramar, Florida RFP-11-02-06	Aug-17	Debris Management, Collection & Removal Services	Tom Good, Public Works Director 954-883-6836 TGood@miramarfl.org
City of Pembroke Pines, Florida 712-8397	May-19	Disaster & Debris Management Services	Shawn Denton, Director of Public Services - 954-450-6900 SDenton@ppines.com
City of Plantation, Florida RFCP-040.00	Apr-17	Emergency Debris Management Services	Edward Consaul, Public Works Director - 954-452-2535 EConsaul@plantation.org
City of West Palm Beach, Florida NO. 10828	Aug-20	Disaster Debris Removal & Disposal Services	Althea Pemsel, Purchasing Specialist 561-822-2222 apemsel@wpb.org
City of West Park, Florida PW-12-0507	May-20	Hurricane Debris Clearing and Removal Services	Dan Millien, Public Works Superintendent - 954-964-0284 dmillien@cityofwestpark.org
City of Weston, Florida Resolution No. 2010-98	Jun-17	Emergency Pre-Event Contract	Karl C. Thompson, P.E. Director of Public Works 954-385-2000 KThompson@westonfl.org
FDOT District 6: Miami Dade County, Florida Z-6050	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator 305-499-2440 Michelle.Guidry@dot.state.fl.us
FDOT District 6: Monroe County, Florida Z-6054	May-18	Emergency Debris Removal – Natural Disaster Debris Removal Contract	Michelle Guidry, District Contracts Letting Coordinator - 305-499-2440 Michelle.Guidry@dot.state.fl.us
School Board of Broward County, Florida	Annual Contract	Construction Services Emergency Projects	Ruby Crenshaw, Director 754-321-0501



Client	Term	Services	Contact
2010-02-FC			ruby.crenshaw@browardschools.com
SWA of Palm Beach, Florida Agreement # 13-253	Sept-18	Hurricane/Disaster Debris Removal and Disposal	Barbara Novello, Contract Specialist, Purchasing Svcs. - 561-640-4000 bnovello@swa.org
South Florida Water Management District 4600002580	May-17	Emergency Debris Hauling Services	Jennifer S. Kilian, Sr. Contract Specialist, 561-682-6081 jkilian@sfwmd.gov
Town of Southwest Ranches, Florida RFP-11-004	Sept- 21	Debris Removal & Disaster Response / Recovery Services	Clete Saunier, Public Works Director / Town Engineer - 954-434-0008 CSaunier@southwestranches.org
Village of Miami Shores RFP # 2012-10	May-17	Debris Management & Removal Services	Scott Davis, Public Works Director 305-795-2210 scottdavis@miamishoresvillage.com
Village of Royal Palm Beach, Florida RFP # 537	Nov-17	Debris Removal Services	Paul L. Webster Public Works Director 561-790-5122 pwebster@royalpalmbeach.com
FDOT District 1 CONTRACT #Z1024	Jul- 17	DISTRICT WIDE EMERGENCY CUT & TOSS AND DEBRIS REMOVAL	Brenda Thissen , Senior Contract Specialist - 863-519-2279 Brenda.thissen@dot.state.fl.us
University of Miami RFP #Q042415	Jun-20	Debris Removal Services	Scott G. Burnotes Emergency Management Director 305-284-8005 s.burnotes@miami.edu
Town of Palm Beach RFP#2016-04	May 20	First Pass Cut & Toss	John Cmar, Purchasing Coordinator
Town of Palm Beach, Florida RFP#2016-03	May 20	Disaster Debris Removal and Disposal Services	John Cmar, Purchasing Coordinator
City of North Miami Beach RFP #2015-08	Jun-20	Disaster Debris Removal and Disposal Services	Brian K. O'Connor Chief Procurement Officer 305-948-2946 purchasing@citynmb.com

7.5 Key Subcontractors contractors in Broward, Miami-Dade and Palm Beach County

BES does not have any key subcontractors at this time. BES provides full crews and equipment from our extensive fleet and resources. As events demand we draw upon known subcontractors such as those listed in Exhibit 3.8 as determined by the size and depth of the event. In addition we draw upon our extensive list of pre-approved subcontractors. Our first line of subcontracting is always to draw upon local and local small businesses.

7.6 List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

None



7.7 List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

BES, as with any emergency response corporation, is subject to certain contractual guarantees and litigation. Our policies and procedures are developed with goal of best practices to avoid situations of project performance and schedule. As much as we would prefer to never have such occurrences situations do arise. BES has the following claim within the last 3 years.

1. Greenscape Landscape Contractor, Inc. v. "Looks Great" Services, Inc. and Bergeron and Date Filed Emergency Services, Inc. et al.; Case No. CV-13-6477-LDW-GRB, filed 11/22/13
Note: This case settled in November 2015. Case was settled out of court and economically to all parties.

Tab 8: Price Proposal



BERGERON
EQUIPMENT



8.0 Price Proposal

Town of Davie Disaster Debris Management & Removal Services

SECTION 5.0 PRICE FORM

PRICE PROPOSAL: 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.

Part A: HOURLY RATES

1. Project Manager	\$ <u>90.00</u> per hour
2. Operations Managers	\$ <u>75.00</u> per hour
3. Crew Foreman	\$ <u>65.00</u> per hour
4. Skilled Sawman	\$ <u>39.00</u> per hour
5. Tree Climber	\$ <u>90.00</u> per hour
6. Administrative Staff	\$ <u>55.00</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>8.00</u> (0-15 miles)
1B\$ <u>8.75</u> (15.01-30 miles)
1C\$ <u>10.00</u> (30.01-45 miles)
1D\$ <u>14.00</u> (45.01+ miles)

1A\$ _____ (to a location within Town of Davie Legal Boundaries)
1B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)
1C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)
1D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

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>8.50</u> (0-15 miles)
2B\$ <u>9.25</u> (15.01-30 miles)
2C\$ <u>11.00</u> (30.01-45 miles)
2D\$ <u>15.00</u> (45.01+ miles)

2A\$ _____ (to a location within Town of Davie Legal Boundaries)
2B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)
2C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)
2D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

50(a)



Town of Davie
Disaster Debris Management & Removal Services

Price Form Continued

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

3A\$	8.50	(0-15 miles)
3B\$	9.25	(15.01-30 miles)
3C\$	11.00	(30.01-45 miles)
3D\$	15.00	(45.01+ miles)

3A\$ _____ (to a location within Town of Davie Legal Boundaries)
 3B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)
 3C\$ _____ (to a location within Miami Dade or Palm Beach County Legal Boundaries)
 3D\$ _____ (to a location not within the Tri-County area of Broward, Miami Dade or Palm Beach Counties)
4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ 1.75
5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ 2.00
- 6(a). White Goods Collection & Recycling \$
6. Freon Management and Recycling Per Unit \$ 60.00
7. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ 5.00
8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard

8A\$	4.00	(0-15 miles)
8B\$	5.00	(15.01-30 miles)
8C\$	6.50	(30.01-45 miles)
8D\$	8.00	(45.01+ miles)
9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound \$350.00
10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit \$
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 24 inch to 35.99 inch diameter Each	\$ 275.00
B. 36 inch to 47.99 inch diameter Each	\$ 395.00
C. 48 inch and larger diameter Each	\$ 575.00
12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:
Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 6 inch to 23.99 inch diameter Each	\$ 225.00
B. 24 inch to 35.99 inch diameter Each	\$ 375.00
C. 36 inch to 47.99 inch diameter Each	\$ 525.00
D. 48 inch and larger diameter Each	\$ 650.00
13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: \$ 120.00

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Town of Davie
Disaster Debris Management & Removal Services

Price Form Continued

14. Cleaning of Catch Basins (Includes disposal) Each	\$ 5,000.00
15. Cleaning of Drainage Pipes Linear Feet	\$ 17.00
16. Clean, Fill Dirt per Cubic Yard	\$
17. Clean Fill Dirt and Sodding per Square Foot Cubic Yard	\$ 8.00
18. Add Fill Dirt per Cubic Yard	\$ 10.00

Part C: EQUIPMENT RATES

Item / Description -- or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ 125.00
2. JD 644 Wheel Loader with debris grapple	\$ 135.00
3. Extendaboom Forklift with debris grapple	\$ 110.00
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ 90.00
5. 753 Bobcat Skid Steer Loader with bucket	\$ 90.00
6. 30-50 HP Farm Tractor with box blade or rake	\$ 95.00
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ 125.00
8. 3 - 4 cu. yd. Articulated Loader with bucket	\$ 145.00
9. JD 648E Log Skidder, or equivalent	\$ 165.00
10. CAT D4 Dozer	\$ 125.00
11. CAT D5 Dozer	\$ 135.00
12. CAT D6 Dozer	\$ 155.00
13. CAT D7 Dozer	\$ 170.00
14. CAT D8 Dozer	\$ 185.00
15. CAT 125 - 140 HP Motor Grader	\$ 120.00
16. JD 690 Trackhoe with debris grapple	\$ 130.00
17. JD 690 Trackhoe with bucket & thumb	\$ 130.00
18. Hand-Fed Debris Chipper	\$ 75.00
19. 300 - 400 HP Horizontal Grinder	\$ 425.00
20. 800 - 1,000 HP Horizontal Grinder	\$ 575.00
21. 30 Ton Crane	\$ 175.00
22. 50 Ton Crane	\$ 325.00
23. 100 Ton Crane (8 hour minimum)	\$ 450.00
24. 40 - 60' Bucket Truck	\$ 175.00
25. Greater Than 60' Bucket Truck	\$ 250.00

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**Town of Davie
Disaster Debris Management & Removal Services**

<i>Price Form Continued</i>		
26.	Fuel / Service Truck	\$ 110.00
27.	Water Truck	\$ 90.00
28.	Portable Light Plant	\$ 75.00
29.	Lowboy Trailer with Tractor	\$ 110.00
30.	Flatbed Truck	\$ 75.00
31.	Pick-up Truck (unmanned)	\$ 35.00
32.	Self-Loading Dump Truck with debris grapple	\$ 225.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 55.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 75.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 90.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 100.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 150.00
38.	Temporary Office Trailer DAILY RATE →	\$ 375.00

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	\$ 140.00	\$ 980.00
2. 15 KW Generator	\$ 155.00	\$ 1,085.00
3. 25 KW Generator	\$ 240.00	\$ 1,680.00
4. 50 KW Generator	\$ 370.00	\$ 2,590.00
5. 75 KW Generator	\$ 435.00	\$ 3,045.00
6. 100 KW Generator	\$ 450.00	\$ 3,150.00
7. 175 KW Generator	\$ 665.00	\$ 4,655.00
8. 250 KW Generator	\$ 875.00	\$ 6,125.00
9. 300 KW Generator	\$ 990.00	\$ 6,930.00
10. 350 KW Generator	\$ 1,050.00	\$ 7,350.00
11. 500 KW Generator	\$ 1,300.00	\$ 9,100.00
12. 750 KW Generator	\$ 1,700.00	\$ 11,900.00
13. 800 KW Generator	\$ 2,050.00	\$ 14,350.00
14. 1000 KW Generator	\$ 2,200.00	\$ 15,400.00
15. 1250 KW Generator	\$ 2,300.00	\$ 16,100.00
16. 1500 KW Generator	\$ 3,000.00	\$ 21,000.00

53(a)



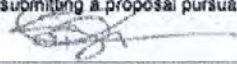
Town of Davie
Disaster Debris Management & Removal Services

Price Form Continued		
17. 1750 KW Generator	\$ 3,550.00	\$ 24,850.00
18. Trailers Tails	\$ 1,000.00	\$ 7,000.00
19. Cables (400 amp) 50 ft	\$ 2,500.00	\$ 17,500.00

Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
1. Debris removal from lakes and canals	PER CY	\$ 19.00
2. Restoration of canal banks and slopes	PER LF	\$ 11.00
3. Removal of motor vehicles including towing, processing and disposal	Per Vehicle on land	\$ 400.00
	Per Vehicle in waterway	\$ 1,000.00
4. Removal of boats including towing, processing and disposal Per LF of	Per LF of Vessel on land	\$ 150.00
	Per LF of Vessel in waterway	\$ 500.00
5. Provision of emergency potable water	PER Gallon	\$ 4.75
6. Provision of emergency ice	PER LB	\$ 2.00
7. Temporary bathrooms / port-o-lets PER	PER Unit	\$ 1,500.00
8. Provision of temporary satellite phones PER	PER Phone/Per Day	\$ 375.00
9. Sewer, culvert and catch-basin cleaning including transportation and disposal	PER EA LF	\$ 11.00

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:  5/11/17
 Executed by: Brian L. Thomason
 (Type or print name)
 Title: Vice President of Operations
 For (Company): Bergeron Emergency Services, Inc.
 Address: 19612 SW 69th Place Fort Lauderdale, Florida 33332
 Telephone Number: (954) 680-6100 Fax Number: (866) 757-7656
 Contact Email: jottilige@bergeroninc.com

54(a)



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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Tab 9: Other Completed Forms And Deliverables



BERGERON



9.0 Other Completed Forms and Deliverables

9.1. Required Proposal Security

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bergeron Emergency Services, Inc.
19612 SW 69th Place
Ft. Lauderdale, FL 33332

OWNER:

(Name, legal status and address)

town of Davie
6591 Orange Drive
Davie, FL 33314

BOND AMOUNT: \$ \$10,000

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60198-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Ten Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

RFP B-17-57 Disaster Debris Management & Removal Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2017

(Witness)

(Principal) Bergeron Emergency Services, Inc. (Seal)

By: _____
(Title) Vice President of operations

(Surety) Fidelity and Deposit Company of Maryland (Seal)

By: _____
(Title) Kevin Wojtowicz Attorney-in-Fact

S-0054/AS 8/10



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Bond Number Bid Bond

Obligee: Town of Davis

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kevin Wojtowicz, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: Michael P. Bond
Vice President

Eric D. Barnes

By: Eric D. Barnes
Secretary

State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signatures as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





9.2. Non-Collusive Affidavit

Town of Davie
Disaster Debris Management & Removal Services

SECTION 6.0 TOWN REQUIRED FORMS

NON-COLLUSIVE AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Brian L. Thomason being first duly sworn deposes and
says that:

BIDDER is the
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative,
employees or parties in interest, including this affidavit, have in any way colluded, con-
spired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to
submit a collusive or sham Bid in connection with the Contract for which the attached Bid
has been submitted; or to refrain from bidding in connection with such Contract; or have in
any manner, directly or indirectly, sought by agreement or collusion, or communications, or
conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or
any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid
Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or
unlawful agreement any advantage against (Recipient), or any person interested in the pro-
posed Contract;

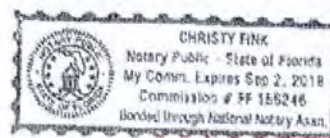
The price of items quoted in the attached Bid are fair and proper and are not tainted by collu-
sion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other
of its agents, representatives, owners, employees or parties in interest, including this affida-
vit.

By [Signature]

Subscribed and sworn to before me this 11th day of May, 2017.

Christy Fink
Notary Public (Signature)

My Commission Expires: 9/2/2018





Town of Davie
Disaster Debris Management & Removal Services

ACKNOWLEDGMENT

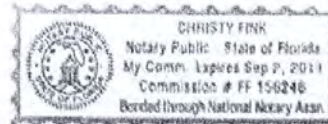
STATE OF FLORIDA }
 } SS:
COUNTY OF Broward }

BEFORE ME, the undersigned authority personally appeared Brian L. Thomason to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Brian L. Thomason executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11th day of May, 2017

My Commission Expires: 9/2/2018

Christy Fink
Notary Public State of Florida at Large





9.3 E-Verify Form

Town of Davie
Disaster Debris Management & Removal Services



TOWN OF DAVIE
E-VERIFY FORM

Bid No: B-17-57

Project Description: Disaster Debris Management & Removal Services

Vendor/Consultant 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 to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant 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.

Company/Firm: Bergeron Emergency Services, Inc.

Authorized Signature: [Signature]

Print Name Brian L. Thomason

Title: Vice President of Operations

Date: 5/11/17



9.4 Employee Affidavit

Town of Davie
Disaster Debris Management & Removal Services

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Brian L. Thomason, Company Bergeron Emergency Services, Inc.

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal background checks and drug test results.

Proposer's Signature

 5/11/17



9.5 Vendor Bidder Disclosure

Town of Davie Disaster Debris Management & Removal Services

Town of Davie Vendor/Bidder Disclosure

I, Brian L. Thomason, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting
with the Town of Davie ("Town") are as follows (Post Office addresses are not
acceptable):

Name of Individual, Firm, or Organization: Bergeron Emergency Services, Inc.
Address: 19612 SW 69th Place
Fort Lauderdale, Florida 33332
FEIN: 65-1274968
State and date of incorporation: Florida - April 14, 2006

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

	Full Legal Name	Address	Owner-ship
51	Ronald M. Bergeron, Sr.	19612 SW 69th Place Fort Lauderdale, Florida 33332	CEO
%			
49	Ronald M. Bergeron, Jr.	19612 SW 69th Place Fort Lauderdale, Florida 33332	President
%			
%			



Town of Davis
Disaster Debris Management & Removal Services

%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

N/A

By:

Date:

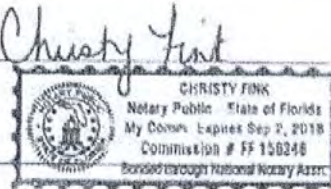
Signature of Affiant

Brian L. Thomason

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11th day of May 2017 by Brian Thomason, he/she is personally known to me or has presented _____ as identification.

Large



Notary Public, State of Florida at

Print or Stamp of Notary

FF 156246

Serial Number

My Commission Expires: 9/2/2018



9.6 Lobbying Interest

Town of Davie
Disaster Debris Management & Removal Services

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, Brian L. Thomason representing Bergeron Emergency Services, Inc.
the attached form and that (check one): declare that I have read

☒ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request For Proposal (RFP)

My company is interested in lobbying either staff or elected officials on matters associated with this Request For Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: Disaster Debris Management & Removal Services

Bidder Name: Bergeron Emergency Services, Inc.

Address: 19612 SW 69th Place

Fort Lauderdale, Florida 33332

Phone Number: (954) 680-6100

Fax Number: (866) 757-7656

Email Address: intellig@bergeroninc.com

Signature: [Signature]

Print Name: Brian L. Thomason



9.7 Acknowledgment of Addenda

Town of Davie
Disaster Debris Management & Removal Services

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP

Addendum #1, Dated 4/17/2017
Addendum #2, Dated 4/20/2017
Addendum #3, Dated 4/27/2017
Addendum #4, Dated 5/2/2017
Addendum #5, Dated _____
Addendum #6, Dated _____
Addendum #7, Dated _____
Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: Bergeron Emergency Services, Inc.

AUTHORIZED SIGNATURE: [Signature]

Brian L. Thomason

DATE: 5/11/17

TITLE OF OFFICER: Vice President of Operations



Town of Davie, Florida

Purchasing Division
(954) 797-1010



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

04/28/17 at

ADDENDUM No. 1 RFP OPENING DATE 2:00 PM EST TODAY'S DATE 4/17/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Clarifications:

1. The reporting requirements for the DMC remain unchanged from the RFP document.
2. "EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT" Form shall be signed and included in proposal package. Copies of said information would be requested only of awarded Contractor(s) as applicable.

Q&A:

1. Q) Could the town provide an average haul distance and a maximum haul distance for Line Items 1D, 2D and 3D - Haul to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties?

A) Contractor will be responsible to estimate the distance north of Palm Beach County anywhere within the State of Florida. Note that these items only pertain to the temporary debris staging and reduction site.
2. Q) With Tipping Fees being a pass through as stated on page 44 section 14 - please confirm disposal rates are not to be included in the proposed unit rates on the price form.

A) Refer to Section 14.3 that reads as follows: Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Town at cost. Contractor will likewise reimburse Town for any revenue received for salvaged or recycled materials.

Reviewed by:

Brian L. Thompson

Purchasing Manager
Purchasing Division

<p>Authorized by: Bergeron Emergency Services, Inc. Coordinator Brian L. Thompson Authorized Representative (Printed) Vice President of Operations Signature Date 5/11/17</p>

6591 Orange Drive Davie, FL 33314 ☎ 954-797-1016 ✉ purchasing@davie-fl.gov

Town of Davie



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Town of Davie, Florida

Purchasing Division
(954) 797-1016



ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

ADDENDUM No. 2 RFP OPENING DATE 05/12/17 at 2:00 PM EST TODAY'S DATE 4/20/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents.

RFP Response Deadline Extended:

- The RFP response deadline is hereby extended to 2:00 pm EST on May 12, 2017.
- The deadline for questions is now 12:00 pm Noon EST on May 4, 2017.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by: Bergeron Emergency Services, Inc. Contractor Brian L. Thomason Authorized Representative (Printed) Vice President of Operations Signature Date 5/11/17
--

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Town of Davie, Florida

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ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

ADDENDUM No. 3 RFP OPENING DATE 05/12/17 at 2:00 PM EST TODAY'S DATE 4/27/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Clarification:

- Item 2.12 is hereby updated:

"The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (3) ~~(2)~~ additional two (2) year periods..."

- Price Form updates will be included in a future addendum.

Q&A:

- Q) Tab 10 - 4. "4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered." Can the Town identify which document they are looking for in response to this requirement?

A) Firms should provide copies of any current licenses/certifications. Licenses may include, but not be limited to Certified General Contractor, Certified Pollutant Storage System Contractor, etc.

- Q) Tab 10 - 5. "5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter." Can the Town identify which document they are looking for in response to this requirement?

A) Legal records/documentation of same.

- Q) P. 2 states that 1 original, 3 duplicate copies and 1 Flash drive are to be submitted. P. 6 states that 1 original, 1 copy and 1 flash drive are to be submitted. Which is the correct amount?

A) 1 original, 3 duplicate copies and 1 Flash drive are to be submitted.

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Town of Davie, Florida

Purchasing Division
(954) 797-1016

4. Q) P. 48 states that the original bid bond is to be in a sealed envelope and attached within the response package. Does this mean that the bid bond is to be in a separate envelope and not within the bound Proposal Submittal?
- A) The original bid bond is to be placed in a sealed envelope within the response package/box "container"; it may be tucked into the bound proposal package within the container.

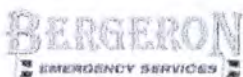
Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:
Bergeron Emergency Services, Inc.
Contractor
Brian L. Thomason
Authorized Representative (Printed)
Vice President of Operations
Signature
5/11/17
Date

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Town of Davie



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Town of Davie, Florida

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ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. B-17-57 Disaster Debris Management & Removal Services

ADDENDUM No. 4 **RFP OPENING DATE** 05/12/17 at 2:00 PM EST **TODAY'S DATE** 5/2/2017

To All Proposers:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Page updates:

1. The Price Form pages 50-54 are hereby replaced by the attached Price Form pages 50(a)-54(a).
 - a. "Strikethrough" text indicates language has been eliminated, "**bolded and underlined**" text indicates updated/added language.
2. Pages 39 is hereby replaced with attached page 39(a).
 - a. "Strikethrough" text indicates language has been eliminated.

Q&A:

Q1) Item Number 10 of the Price Form states "Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit". Generally vehicles and vessels are priced differently as vehicle lengths are somewhat standard and vessel lengths can vary greatly. In addition, removal and transport of these differ greatly. Would the Town consider having these as two different pricing items?

A1) No.

Q2) Item Number 12 of the Price Form states "Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site". Would the Town consider changing the requirement to be placing the material on the ROW as that material tends to get co-mingled with vegetative debris on the ground. This has been the standard in the industry.

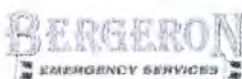
A2) Yes. Cutting and dropping onto ROW to go into vegetative stream.

Q3) Item Number 13 of the Price Form states "Hangers 2 inches and greater per tree". The item does not state where the material will be placed. Generally it is placed on the ROW for collection by Item 1, ROW debris collection crews. Can the Town clarify this item?

A3) Refer to response to preceding question.

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Town of Davie



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Town of Davie, Florida

Purchasing Division
(954) 797-1016

Q4) Under Part E: Optional Services of the Price Form Price Item 1 states "Debris removal from lakes and canals CY". Can the Town clarify where the material will be delivered? Generally it is delivered to a TDSRS.

A4) Yes. It will be delivered to the TDSRS.

Q5) Item Number 14 of the Price Form states "Cleaning of Catch Basins (Includes disposal) Each". Please confirm that the disposal cost is a pass thru.

A5) Yes. The disposal fee/cost will be a pass through.

Q6) Item Number 14 of the Price Form states "Cleaning of Catch Basins (Includes disposal) Each". Please confirm that the disposal cost is a pass thru.

A6) Yes. The disposal fee/cost will be a pass through.

Q7) Section 5.0 - Price Form - Line Item 10 - Would the Town consider creating a separate line item for abandoned vehicles instead of lumping them in with derelict vessels.

A7) Reference attached updated Price Form, Part E.

Q8) Section 5.0 - Price Form - Line Item 16 - Please clarify the term clean -- Does the Town have a specification for clean fill dirt.

A8) Non-muck fill that is free of debris and materials larger than two (2) inches.

Q9) Line Items 2D and 3D - Haul to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties is to haul debris from the ROW to the Final Disposal Site. Will the Town provide a maximum haul distance for these two line items or is it solely the Contractor's responsibility to assess the final disposal site. Will the Contractor have sole discretion on which lawful final disposal site we chose to use?

A9) The Town and the contractor will evaluate the available options for a final disposal site. Ultimately, the decision will be made by the Town.

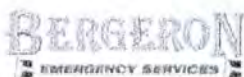
Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:	
Bergeron Emergency Services, Inc.	
Contractor	
Brian L. Thomson	
Authorized Representative (Printed)	
Title	
Signature	5/11/17
Date	

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Town of Davie



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9.8 Proposal Signature Page

Town of Davie Disaster Debris Management & Removal Services

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President	Ronald M. Bergeron, Jr.	19612 SW 69th Place Fort Lauderdale, Florida 33332
Vice-President	Brian L. Thomason	19612 SW 69th Place Fort Lauderdale, Florida 33332
Secretary	Phil DeSai	19612 SW 69th Place Fort Lauderdale, Florida 33332
Treasurer	Phil DeSai	19612 SW 69th Place Fort Lauderdale, Florida 33332
Registered Agent	Phil DeSai	19612 SW 69th Place Fort Lauderdale, Florida 33332

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

Post Office Address

PROPOSER:

Bergeron Emergency Services, Inc.

(CORPORATE NAME)

bthomason@bergeroninc.com

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST:

SECRETARY

YES ☒ NO ☐

If no, give address of principal place of business:



9.10 Drug Free Workplace

Town of Davie Disaster Debris Management & Removal Services

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Brian L. Thomason

PRINTED NAME

Bergeron Emergency Services, Inc.
NAME OF COMPANY



9.11 Acceptance of Gifts

Town of Davie Disaster Debris Management & Removal Services

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.


SIGNATURE

Brian L. Thomason
PRINTED NAME

Bergeron Emergency Services, Inc. Vice President of Operations
NAME OF COMPANY TITLE

Failure to sign this page shall render your bid non-responsive



9.12 Source of Information

Town of Davie Disaster Debris Management & Removal Services

SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- | | | |
|---|-------------------------------------|-----------------------------|
| 1. www.davie-fl.gov | <input type="checkbox"/> | |
| 2. www.demandstar.com | <input checked="" type="checkbox"/> | |
| 3. The Sun Sentinel | <input type="checkbox"/> | |
| 5. Referral/word-of-mouth | <input type="checkbox"/> | Specify Source: _____ |
| 6. Search Engine/Internet search | <input type="checkbox"/> | |
| 7. E-mail, newsgroup, online chat | <input type="checkbox"/> | Specify _____ Source: _____ |
| 8. Banner or Link on another website | <input type="checkbox"/> | |
| 9. Flyer, newsletter, direct mail | <input type="checkbox"/> | Specify Source: _____ |
| Other _____ | <input type="checkbox"/> | Specify _____ Source: _____ |

Please note: This survey form is used for internal Procurement purposes only.



9.13 Indemnification Clause

**Town of Davie
Disaster Debris Management & Removal Services**

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Brian L. Thomason
Proposer's Name

[Signature]
Signature

5/11/17
Date

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Brian L. Thomason who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this 11th day of May, 2017

Christy Jink

NOTARY PUBLIC





9.14 Sworn Entities Crime

Town of Davie Disaster Debris Management & Removal Services

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: Brian L. Thomason - Vice President of Operations

(print individual's name and title)

For: Bergeron Emergency Services, Inc.

(print name of entity submitting sworn statement)

19612 SW 69th Place

whose business address is: Fort Lauderdale, Florida 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1274968

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in



Town of Davie
Disaster Debris Management & Removal Services

management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature Brian L. Thomason

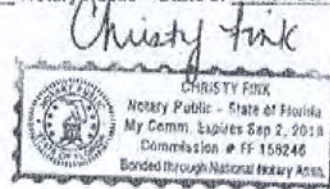
Sworn to and subscribed before me this 11th day May, 2017

Personally known X

OR

Produced Identification

Name of Notary Christy Fink
Notary Public - State of Florida





9.15 Anti-kickback Affidavit

Town of Davie
Disaster Debris Management & Removal Services

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Brian L. Thomason

Title: Vice President of Operations

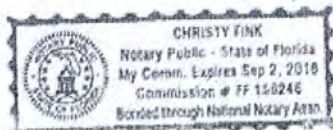
Sworn and subscribed before this

11th day of May, 2017

Notary Public, State of Florida

Christy Fink
(Printed Name)

My commission expires: 9/2/2018





9.16 Proposer Questionnaire

Town of Davie Disaster Debris Management & Removal Services

PROPOSER QUESTIONNAIRE

1. Today's Date: 5/1/2017
2. Name of Company Submitting Proposal: Bergeron Emergency Services, Inc.
3. How many years has your firm been in business under its present business name?: 11
4. Under what other former name(s) has your firm operated?: Bergeron Land Development, Inc.
5. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ No ☐ Yes If yes, please explain: _____
6. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ No ☐ Yes
If yes, please explain: _____
7. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ No ☐ Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____
8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

Please see attached
9. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): Please see attached
10. State the name and title of the individual who will have personal management of the work: Jason Otiliga - Operations Manager



Town of Davie
Disaster Debris Management & Removal Services

11. State the name and address of attorney, if any, for the firm: _____
Joe Goldstein - Shutts & Bowen
200 East Broward Blvd. Suite 2100 Fort Lauderdale, Florida 33301

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

Ronald M. Bergeron, Sr. - 51%

Ronald M. Bergeron, Jr. - 49%

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: Bergeron Land Development, Inc.

14. Bank references:

BANK NAME	ADDRESS (TOWN, STATE, ZIP)	PHONE NUMBER
<u>Wells Fargo</u>	<u>350 Las Olas Blvd.</u> <u>Fort Lauderdale Florida 33301</u>	<u>(954) 765-3838</u>

15. Firm has attached a current Certificate of Liability Insurance? ☒ Yes ☐ No

16. Firm has attached a current W-9? ☒ Yes ☐ No

17. Litigation/Judgements/Settlements/Debarments/Suspensions - Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

N/A

18. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.



Town of Davie
Disaster Debris Management & Removal Services

Name Relationship

N/A

Bergeron Emergency Services, Inc.

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

Brian L. Thomason - Vice President of Operations

NAME & TITLE, TYPED OR PRINTED

STATE OF Florida

COUNTY OF Broward

} SS

The foregoing instrument was sworn to and subscribed before me this 11th day of May 2017
by Brian L. Thomason who is personally known to me or produced
as identification.

NOTARY PUBLIC, State of Florida

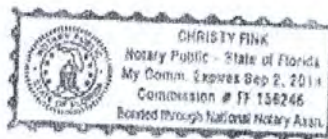
Print Name: Christy Fink

SEAL

(if Corporation)

Commission No.: FF 156246

Commission Expires: 9/2/2018





Town of Davie
Disaster Debris Management & Removal Services


SIGNATURE PAGE

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Proposals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer understands that all information listed above may be checked by the TOWN and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the TOWN and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

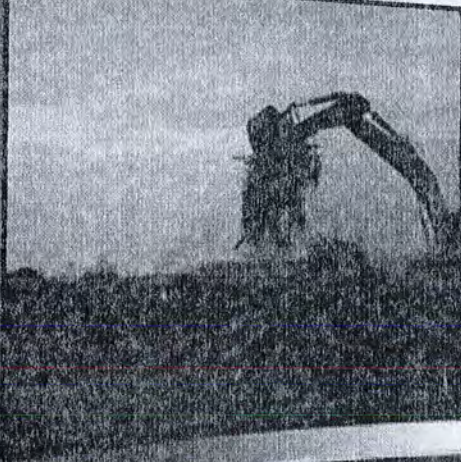
Submitted by the Proposer on this 11th day of May, 2017.

Company Bergeron Emergency Services, Inc.

Signature 

Brian L. Thomason

Tab 10: Business Structure & Professional Registrations



BERGERON



10.0 Business Structure & Professional Registrations

10.1. Proof of Proper and legal licenses to perform Disaster and Debris Management Services.
There is no such thing as a license or registration for debris removal per 44 CFR Contract Procurement, however, our staff is fully FEMA certified.

10.2. List appropriate licenses as issued by Broward County.

10.3. A reproduction of the firm's current professional registration certificate(s)

RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC060936

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BERGERON, LONNIE NEIL
BERGERON LAND DEVELOPMENT INC
19612 SW 69 PLACE
FT LAUDERDALE FL 33332

ISSUED: 07/24/2016
DISPLAY AS REQUIRED BY LAW
SEQ #: L160724001096

RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC057320

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BERGERON, LONNIE NEIL
BERGERON LAND DEVELOPMENT INC
19612 SW 69 PLACE
FT LAUDERDALE FL 33332

ISSUED: 07/24/2016
DISPLAY AS REQUIRED BY LAW
SEQ #: L160724000277



10.4. State Registrations

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC060936

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018



BERGERON, LONNIE NEIL
BERGERON LAND DEVELOPMENT INC
19612 SW 69 PLACE
FT LAUDERDALE FL 33332



ISSUED: 07/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607240001898

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC057320

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018



BERGERON, LONNIE NEIL
BERGERON LAND DEVELOPMENT INC
19612 SW 69 PLACE
FT LAUDERDALE FL 33332



ISSUED: 07/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607240002327



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on the title page of this proposal.

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10.5 Florida Corporate Charter.





10.6 Staff Certifications

Emergency Response Staff	BES	Brian Thomason	Becky Bolen	Jason Ottlidge	Rudy Trabanino	Project Managers	Ted Hojara	Jake Voth	Brian Landis	Mike Heim	Project Engineers	Will Johnson	Lauren Cowan	Matt Heim	Lisa Douglas	Estimators	Andre Lacov	Glauce Brasil	Pablo Gonzalez	Safety Director	Raymond Nel	Superintendents	Keith Cornett	James Starr	Charles Richard	Foreman	Melvin Gradiz	Edward Pratt	Sean Maxson
4 Hour CPR/ First Aid																													
10 Hour OSHA																													
30 Hour OSHA																													
40 Hour OSHA HazWoper																													
40 Hour OSHA H HazWoper Instrct.																													
ATTSA Traffic Control																													
First Aid																													
CPR AED																													
Post Hurricane Reconstruction																													
Qualified Storm Water Management Inspector																													
FEMA IS-00700.a National Incident Management System (NIMS)																													
MOT Flagging & Signal Person Training																													
Rigging Inspection & Application																													
Safety Training Consulting (Trenching & Excavations)																													
Safety Training Consulting(Fall Protection)																													
Safety Training Consulting (Confined Space)																													
Safety Training Construction (Flagging Class)																													
Supervisor's Guide to Reasonable Suspicion Testing																													



Emergency Response Staff	BES	Brian Thomason	Becky Bolen	Jason Ottillie	Rudy Trabanino	Project Managers	Ted Hojara	Jake Voth	Brian Landis	Mike Heim	Project Engineers	Will Johnson	Lauren Cowan	Matt Heim	Lisa Douglas	Estimators	Andre Lacov	Glauce Brasil	Pablo Gonzalez	Safety Director	Raymond Nel	Superintendents	Keith Cornett	James Starr	Charles Richard	Foreman	Melvin Gradiz	Edward Pratt	Sean Maxson
Florida General Contractor																													
Florida Professional Engineer																													
OSHA 1926 Subpart CC Qualified Rigger Level 1																		■			■								
OSHA 1926 Subpart CC Qualified Signal Person Level 1																		■			■								
National Society of Professional Engineers																			■										
CICB Basic Rigging Train the Trainer																						■							
OSHA-502 Instructor																					■								
Crane Institute – Class Room																					■								
Training on Basic Rigging																													
FDOT CTQP Asphalt Paving Tech Level 1																			■										
FDOT CTQP Asphalt Paving Tech Level 2																				■									
FDOT CTQP QC Manager																			■										
6.5 Hour Course for Permitted Confined Space Entry																								■					
TS RM2 Debris Management & Removal (G202)		■													■														
Transfer Station Operators and Material Recovery Facilities- 16 HR																													■
Spotter Training for Solid Waste Facilities																													■
Florida DEP Solid Waste Management Facility Operator- Material Recovery Facility																													■



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



Tab 10: Business Structure &
Professional Registrations

Emergency Response Staff	BES	Brian Thomason	Becky Bolen	Jason Ottillge	Rudy Trabanino	Project Managers	Ted Hojara	Jake Voth	Brian Landis	Mike Heim	Project Engineers	Will Johnson	Lauren Cowan	Matt Heim	Lisa Douglas	Estimators	Andre Lacov	Glauce Brasil	Pablo Gonzalez	Safety Director	Raymond Nel	Superintendents	Keith Cornett	James Starr	Charles Richard	Foreman	Melvin Gradiz	Edward Pratt	Sean Maxson
Operator																													
Florida DEP Solid Waste Management Facility Operator-Transfer Station Operator																													
Florida DEP Solid Waste Management Facility Operator-Spotter / Waste Screener																													
Traffic Signal Inspector Level 1																													
Traffic Signal Field Tech. Level II																													
PASI Advanced Diver ANSI AQ2																													
AERIAT																													
Work Platform Safety Training/Operator																													
HILTI Qualified Operator, Powder Activated Tools																													
AST&C Training Forklift Cert.																													
Broward Conty-Cargo Dock																													
TWIC																													

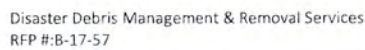


Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



Copies of Certifications

Name					
Brian Thomason					
Becky Bolen					
Rudy Trabonino					
Jason Ottillie					
Ted Hojara					



Tab 10: Business Structure & Professional Registrations

BERGERON
EMERGENCY SERVICES

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Lisa Douglas					
Andre Lacov					
Pablo Gonzales					
Raymond Nel					
Dennis King					
Keith Cornett					



James Starr					
Charles Rickard					
Melvin Gradiz					
Edward Pratt					
Sean Maxson					

Tab 11: Additional Information



BERGERON



11.0 Additional Information

BES has the following disposal and reduction sites available to the Town of Davie should the need arise. Exhibit 11.1 provides the 2017 - Pre-Authorization for Disaster Debris Management Sites (DDMS) letter from FDEP.

Site Name: BERGERON SITE 2 DEBRIS STAGING AREA-98102

Site Address: SHERIDAN AND 196TH AVENUE Pembroke Pines, FL, 33332

Site Name: BERGERON SITE 3 DEBRIS STAGING AREA-98103

Site Address: STIRLING ROAD AND EAST OF 202 AVENUE, Pembroke Pines, FL, 33332

Site Name: BERGERON SITE 4 (DDMS)-98992

Site Address: SW CORNER INTERS. SW 35TH STREET & SW 196 AVE, WESTON, FL, 33332

Site Name: BERGERON SITE 5 (DDMS) 70 ACRES FIELD-98993

Site Address: NE CORNER/INTERSECT US 27 & SW 16TH STREET, WESTON, FL, 33332

Exhibit 11.1: FDEP Disaster Debris Management Site Approval Letter



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Carmona
Lt. Governor

Ryan E. Matthews
Interim Secretary

Sent via email to: jottilge@bergeronline.com

Date: April 03, 2017

Jason Ottlidge
19612 SW 69TH PLACE
FORT LAUDERDALE FL 33332

RE: 2017 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear Jason Ottlidge

This is to notify you that on April 03, 2017, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2017. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

Site Name: BERGERON SITE 2 DEBRIS STAGING AREA-98102

Site Address: SHERIDAN AND 196TH AVENUE
Pembroke Pines, FL, 33332

On-Site Contact: Jason Ottlidge
(954) 680-6100, jottilge@bergeronline.com

DEP/Local Program Contact: DAMARIS LUGO, (954)519-1423, DLUGO@BROWARD.ORG

Site Name: BERGERON SITE 3 DEBRIS STAGING AREA-98103

Site Address: STIRLING ROAD AND EAST OF 202 AVENUE
Pembroke Pines, FL, 33332

On-Site Contact: Jason Ottlidge
(954) 680-6100, jottilge@bergeronline.com

DEP/Local Program Contact: DAMARIS LUGO, (954)519-1423, DLUGO@BROWARD.ORG

Site Name: BERGERON SITE 4 (DDMS)-98992

Site Address: SW CORNER INTERS. SW 35TH STREET & SW 196 AVE
Weston, FL, 33332

On-Site Contact: Jason Ottlidge
(954) 680-6100, jottilge@bergeronline.com

DEP/Local Program Contact: DAMARIS LUGO, (954)519-1423, DLUGO@BROWARD.ORG

Site Name: BERGERON SITE 5 (DDMS) 70 ACRES FIELD-98993

Site Address: NE CORNER/INTERSECT US 27 & SW 16TH STREET
Weston, FL, 33332



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Page |



On-Site Contact: Jason Otilige

(954) 680-6100, Jottilige@bergeronline.com

DEP/Local Program Contact: DAMARIS LUGO, (954)519-1423, DLUGO@BROWARD.ORG

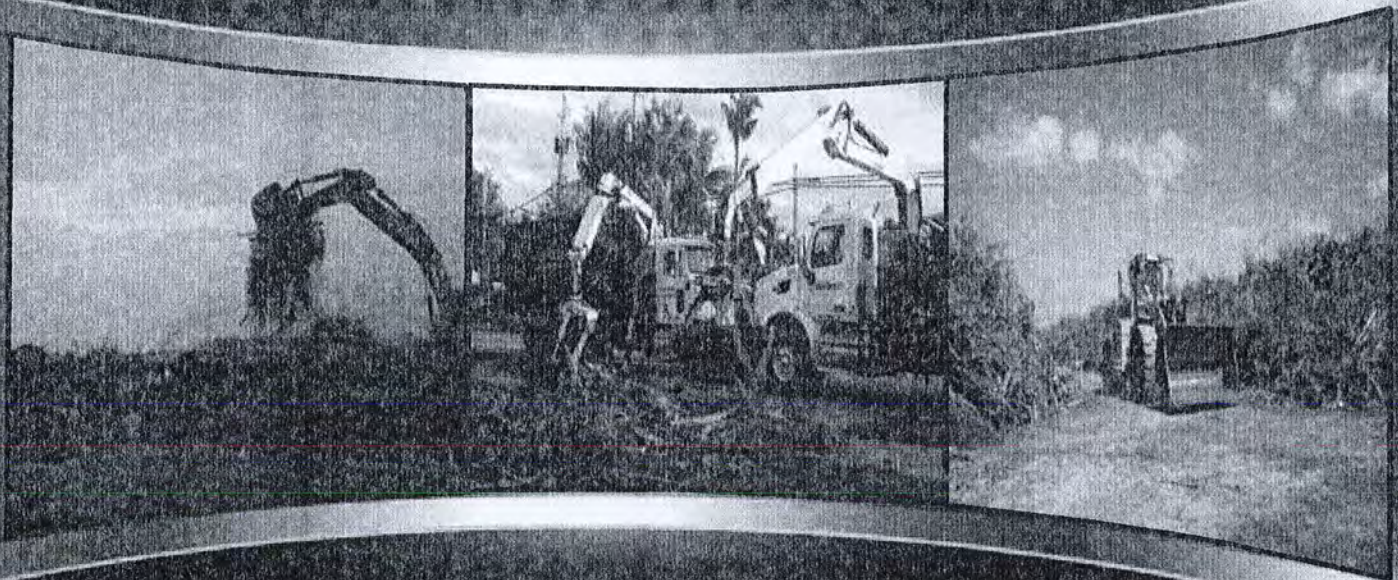
Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 2) The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and stops accepting debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing construction and demolition debris, yard trash, vegetative waste, or Class III waste; any putrescible waste received at the DDMS must be removed within 48 hours; all other types of prohibited waste should be managed in accordance with the guidance document(see link below);
- 7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website
http://www.dep.state.fl.us/mainpage/cm/files/debris_guidance.pdf

Appendix A Project Descriptions



BERGERON
D. BERGERON & SONS, INC.



Appendix A: Project Descriptions

Hurricane Matthew: Volusia County School District, Volusia County, Florida



RELEVANCY

Weather-related debris management
Immediate and long-distance response required

PERFORMANCE CONFIDENCE

All work was accomplished to the satisfaction of the Volusia County School Board, Volusia County, Florida
No liquidated damages

Location: Volusia County, Florida
Date: November – December 2016
Revenue: \$615,000.00
BES mobilized management personnel in less than 12 hours and commenced work in compliance with the Notice to Proceed issued by the School Board. Scope required returning 81 schools to normal operation in 48hrs.
Client: Volusia County School Board
3750 Olson Dr.
Daytona Beach, FL 32124
(386) 527-6041
Contact: Volusia County School Board
David Biletto/ Coordinator
3750 Olson Dr. Daytona Beach, FL 32124
(386) 527-6041



The Volusia County School Board activated the BES contract on October 8, 2016 as a result of damage to the school district from Hurricane Matthew. Hurricane Matthew, the first hurricane of significance to hit Florida in over 10 years, a category 3 storm event, Matthew traveled up the Florida coastline from Miami to eventually make landfall in South Carolina on October 8th as a Category 1 event. Sustained winds in the Daytona Beach/Volusia County area were 91 MPH. This created extensive tree damage throughout the School District.

Volusia County activated the BES contract for the removal and hangers and trees from the school district. Our response team began our response 96 hrs ahead of the storm by sending out eminent threat communications. This allowed the BES team, led by Brian Thomason, to respond to Volusia within an hour of notice to proceed.

BES mobilized 12 crews for cut and toss clearance to ensure 81 facilities returned to normal operations in 48 hours. 31 schools required significant tree, stump, and hanger clearance. The entire project was completed in 18 days.

Our crews cleared, removed and hauled over 1500 hangers and 100 stumps some 15k cy of vegetative debris. Man lifts, kabotas with grapple attachment and front loaders with grapple attachments were used to remove stumps and hangers and stock pile debris. Debris was transported direct to the Samsula and Tomoka landfills.

RESPONSE

- ▶ Crews were mobilized into the contract award area within 1 hour of NTP
- ▶ We deployed 12 crews into 2 zones 8 crews in the eastern zone ; 4 crews in the western zone.
- ▶ Provided 12 crews and over 40 personnel at peak.
- ▶ Equipment including chainsaws, loading equipment, hauling equipment, and support equipment

REMOVAL

- ▶ The bulk of the material was removed in 9 days
- ▶ Removed over 15cy of vegetative debris
- ▶ Operations were limited to daylight hours, dawn to dusk, due to safety requirements
- ▶ The volume of debris collected was calculated by conventional load tickets generated in field and delivered to the two local landfills
- ▶ Tickets were provided by BES using a paper ticket system as the task order did not require an automated system
- ▶ BES was paid on actual volumes hauled and accounted for by the School Board validated tickets
- ▶ BES was tasked with removal of hangers, stumps, and trees.

RECOVERY

- ▶ BES and our subcontractors bought materials, fuel, and services from local small businesses to help support the local community
- ▶ Our rapid debris removal operations helped quickly stimulate the local economy because, once the schools were cleared, normalcy resumed.

RELIABLE

- ▶ BES received letters of commendation.





The City of Lake Jackson, Texas The City of Richwood, Texas



RELEVANCY

Weather-related debris management
Immediate and long-distance response required

PERFORMANCE CONFIDENCE

All work was accomplished to the satisfaction of the Cities of Lake Jackson and Richwood, Texas
Customer satisfaction led to multiple letters of commendation
No liquidated damages

Location: City of Lake Jackson Texas
City of Richwood, Texas

Date: April-May 2015

Revenue: \$86,000
BES mobilized management personnel in less than 12 hours and commenced work in compliance with the Notice to Proceed issued by both Cities. Both projects were completed a week ahead of schedule.

Client: City of Lake Jackson, Texas City of Richwood, Texas
Public Works Department Public Works Department
25 Oak Street 1800 Brazosport Blvd.
Lake Jackson, Texas 77566 Richwood, Texas 77515

Contact: Robert Stark, Public Works, City of Lake Jackson
979.482.4827; rstark@lakejacksontx.gov
Clif Custer, Public Works, City of Richwood
979.256.2082; ccluster@richwoodtx.org



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Teaming ADCORP (Conroe, TX subcontractor)
Partners: Timberline Trading, Inc.

Executing Requirements

BES was selected as the responsive contractor and has been under contract with the City for the last two years. Building on lessons learned from past disaster events, the City of Lake Jackson Public Works Department in a collaborative effort with City Administration and Purchasing, procured and put in place a pre-positioned disaster debris management contract. The contract provides for resources and personnel to be deployed to the City of Lake Jackson in response to a disaster event whether a natural, man-made or technological event. The contract is, in essence, an "insurance policy" for disaster assistance if and when needed.



Without warning, the City was impacted by a tornadic storm cell on April 17, 2015. In just a matter of hours, the City began to realize just how substantial the impacts were. Much of their municipal and private resident tree canopy had been severely affected by the storm generated winds. Many felled trees on private property and throughout City rights-of-way had to be cut and placed at the City curbside for later removal. The City dispatched their Public Works crews immediately following the storm and successfully cleared roads for safe vehicular passage and secured, to the best of their ability, pedestrian passageways. However, the amount of the debris generated from this event coupled with their day-to-day duties (garbage routes, right-of-way maintenance, etc.), the City became overwhelmed and the decision was made to activate the debris management contract.

BES received the City's call at 10:00am on April 20th and that evening, Brian Thomason, Vice President-Operations was on site (less than 12-hours from the initial call). The City and BES met the next morning at 7:00am to conduct damage assessments and develop a plan and approach for the operation. The parties agreed upon April 24th as the BES debris removal start date. This start date would allow the citizen's time to get trees removed from their houses and yards and get the material placed at the curbside. This allowed the majority of the curbside debris to be removed in one complete pass through the City. Meanwhile, the City Public Works Department and BES analyzed the location where the debris would be dumped and subsequently reduced to mulch through grinding.

BES began operations with two crews; additional crews were phased in as the operation progressed. All operations were performed in compliance with the FEMA Public Assistance Program. The documentation system implemented provided the City with an internal audit trail to track each load from its loading origin to the dump site at Canna Lane. The City also erected an inspection tower to view the loads which is also a requirement of the FEMA process. If the opportunity arises for the City to request reimbursement funds for the debris operation, we would be adequately prepared to do so.

The City was broken up into 12 work zones to allow them to track the progress of the operation and also to account for any claims or damages that may have occurred in any respective area. At the end of each day the crews would highlight a master zone map to track that day's progress. Subsequently, a similar map was maintained at City Hall to provide City Administration daily progress reports. During the whole operation, Lake Jackson Public Works crews worked in concert with BES in a "team" effort to expeditiously remove debris from City rights-of-way and reduce the threat to public health and safety. Through this "team" effort, City streets and parks were substantially complete after only 9 days of



hauling. BES performed an additional 3 days of punch list hauling and completed this phase of operations on May 6, 2015. All the numbers are not tallied as of yet but roughly speaking, BES hauled over 12,000 cubic yards of debris and City crews hauled several thousand cubic yards. The City anticipates that approximately 15,000-20,000 cubic yards of debris was removed.

Lastly, Lake Jackson's neighbors to north, the City of Richwood, found themselves in a similar situation. They too had been impacted by the April 17th event but the debris did not immediately come to the curbside. After a clear and cool weekend, May 1st-May 4th, a tremendous amount of debris came to the curbside and quickly exceeded the capabilities of the City resources. BES is also under contract with Richwood. Richwood activated their contract the day Lake Jackson completed their operations. The City of Lake Jackson also seized another opportunity to achieve an additional accomplishment by extending the use of our dump site to the City of Richwood.

The City felt they had already gone through the effort of establishing the site and there was still adequate capacity to handle their debris. BES agreed to use the site for Richwood operations since there was not a substantial increase in the haul distance and it would allow for operations to begin immediately. This offer to Richwood also provided them with a tipping fee that was lower than the landfill, providing them an inherent cost savings and the tipping fee charged would offset some of the grinding costs that Lake Jackson would incur.

It was a "win-win" scenario for all parties; BES, Lake Jackson and Richwood. Richwood agreed to the offer from Lake Jackson and in less than an hour from the initiation of these conversations, BES was up and running in Richwood.

In this highly unexpected event, both Cities' were able to, swiftly and effectively; implement a plan and approach to provide their citizen's the continued service they expect. Through a collaborative and flexible approach to the situation, all parties accomplished many goals and learned many lessons for the future. We are proud of this effort and it is truly an accomplishment that was reached through a truly "team" approach by all parties and departments involved.

RESPONSE

- ▶ Crews were mobilized into the contract award area within 48 hours of NTP
- ▶ We deployed 5 crews into 12 zones
- ▶ We employed over 25 personnel, local and out of state
- ▶ We used approximately 14 pieces of equipment including chainsaws, loading equipment, hauling equipment, and support equipment

REMOVAL

- ▶ The bulk of the material was removed in 9 days
- ▶ In the City of Jackson Lake, BES removed over 12,000 cubic yards
- ▶ In the City of Richwood, BES was instrumental in the removal of over 5,000 cubic yards
- ▶ Operations were limited to daylight hours, dawn to dusk, due to safety requirements
- ▶ The volume of debris collected was calculated by conventional load tickets generated in field and delivered to the TDSRS location at Cana Lane, a method consistent with FEMA's Public Assistance requirements for compliant debris



management operations

- ▶ Tickets were provided by BES using a paper ticket system as the task order did not require an automated system
- ▶ BES was paid on actual volumes hauled and accounted for by the Cities validated tickets
- ▶ BES was not tasked with the actual debris reduction operations or site management (the City of Lake Jackson actually contracted direct with local companies to perform that function); however, BES was tasked with coordinating site operations with the local companies to ensure seamless operations
- ▶ Without the collaboration of all parties, led by BES, and strategic debris planning the project would not have been completed in the time frame it was
- ▶ BES and our subcontractors bought materials, fuel, and services from local small businesses to help support the local community
- ▶ Our rapid debris removal operations helped quickly stimulate the local economy because, once the streets were cleared, normalcy resumed.

RECOVERY

RELIABLE

- ▶ BES received letters of commendation from both Cities

Meeting operational challenges

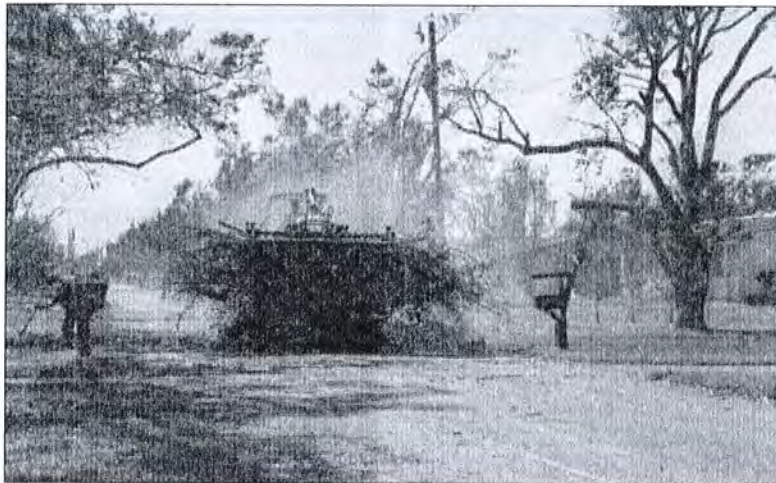
BES coordinated site operations and consulted with the Public Works Department and City administrators on several operational challenges. One notable hurdle faced was that the size of the equipment being mobilized for operations was large capacity grapple trucks that exceeded over 70,000 Gross Vehicle Weight. Due to the rain amounts we encountered in the weeks before the storm and during the storm, the selected dumpsite (Old City Landfill), was very saturated and would not accommodate the amount of crews the contractor anticipated mobilizing. Alternative dump locations were considered, however, a decision was made through a joint effort between Public Works and City Administration to plan for future disaster events and enhance the current site.



In less than 8 hours, the Public Works staff had removed a foot of fill material at the site, installed filter fabric to reduce the amount of water seepage to the surface and, additionally, installed over 12 loads of oversized stone (bull rock). Luckily, this operation was completed just before a light rainstorm which could have hampered the beginning of operations. This site proved to be the key to the operation since there was never a backup of trucks waiting to dump and the stone eventually became as hard as asphalt and supported all traffic into the site.



Hurricane Wilma Pickup Operations



Location: Cities of Plantation, Pembroke Pines, Cooper City, Miramar, Weston, Southwest Ranches, Hollywood, and Davie; Florida & Broward County School Board

Date: October 2005-March 2006

Revenue: \$20,000,000

Client: Cities of Plantation, Pembroke Pines, Cooper City, Miramar, Weston, Southwest Ranches, Hollywood, and Davie; Florida & Broward County School Board

Contact: Mark Collins, Davie, FL (954) 797-1006
Thomas Good, Miramar, FL (954) 538-6836
Shawn Denton, Pembroke Pines, FL (954) 437-1111
Karl Thompson, Weston, FL (954) 437-1111
Ron Eggenburger, Broward Co. School Board (954) 321-4317

Teaming Partners: Top Branch, Inc. (SB)
Tate Transport (WOSB)
Sullivan Brothers (SB)
Ryan Services (LB)

RELEVANCY

Weather-related debris management
Immediate response required

PERFORMANCE CONFIDENCE

Work completed quickly, efficiently and safely
No claims or poor performance reports
Customer satisfaction led to multiple letters of commendation
No liquidated damages

Executing requirements

BES performed emergency push operations of roadway debris, including pick up and haul from the right-of-way. Being local to Broward County, BES' immediate response, performed with company-owned assets, allowed us to begin serving our clients as soon as it was safe. We are very well known in this community and our service to our fellow citizens was paramount. With many local businesses and local subcontractors impacted by the storm, it was critical to accomplish all contractual requirements to help get those workers and businesses up and running again.



RESPONSE

- ▶ Provided immediate response with company-owned assets
- ▶ With a cadre of over \$20 million of company-owned equipment, BES was able to quickly facilitate a rapid and effective mobilization to meet our contractual obligations
- ▶ The pre-staging of over 40 pieces of emergency push equipment, large and small, expedited debris operations
- ▶ At peak, approximately 70% of our company-owned fleet was deployed
- ▶ For pickup and haul operations, our typical crew composition was:
 1. Rubber tired loaders with grapples
 2. Tracked skid steers
 3. Self-loading grapple trucks (40 cubic yard – 100 cubic yard capacity)
 4. Proper equipment for maintenance of traffic
 5. Ground labor with chainsaws
 6. Various other haul units (capacity of haul unit was dictated by the distance to the debris site or final disposal location)
- ▶ Although many of our own staff were personally impacted by Hurricane Wilma, BES still met – and in most cases exceeded – our required mobilization times
- ▶ Due to continued planning and training with our clients, we were able to pre-position many of our assets prior to landfall in order to provide an immediate operational response as soon as it was safe to do so
- ▶ To ensure safety, hauling operations were limited to daylight hours; however, planning operations, crew meetings, data input, daily reporting, and preparations for each day's activities required 24-hour attention, so BES staff was working 18-20 hour days to meet the requirements of our contracts
- ▶ At peak, BES had deployed nearly 300 crews and 1,000 personnel to serve the 9 clients who activated our contracts
- ▶ Performed emergency push operations, including road clearance of major city arteries to hospitals, fire/police/public works, and other critical city facilities
- ▶ Removed over 8 million cubic yards of debris from eight municipalities as well as private sector
- ▶ The volume of debris collected was calculated by conventional load tickets consistent with FEMA's Public Assistance requirements for compliant debris management operations; BES was paid based on actual volumes hauled and accounted for by each applicant's validated tickets
- ▶ The curbside debris operations were completed in less than 90 days, even though work continued on temporary debris sites, the immediate threat to public health and safety had been abated
- ▶ All debris was taken to dumpsites

REMOVAL



- With the storm impacting our home county and surrounding counties, BES was able to run operations out of our home office; therefore, we had significant corporate support for planning, contracting, finance, logistics, and operations
- Following the National Incident Management System (NIMS) requirements, we followed the typical incident command structure for field operations: JR Bergeron served as corporate oversight and operations manager; we assigned field oversight to our general superintendent, Dennis King; and our safety officer was Donnie Bergeron
- Project managers were assigned to each applicant and had direct responsibility for that client's need and for specific operational oversight for that particular client
- A field superintendent was assigned to each project manager to assist with field oversight, and for every five crews assigned to each respective project, a foreman was assigned to limit the span of control
- With Wilma impacting Broward County, our headquarters location, many of our local projects were shut down to facilitate evacuation procedures for residents; BES took that opportunity to deploy the necessary equipment to pre-identified locations pursuant to applicant debris management plans
- As our day-to-day projects began to come back on line, we immediately augmented our fleet with subcontract resources
- A large majority of our subcontractors were Broward County small businesses
- BES aided in getting local workers and businesses up and running again
- As stated, BES had pulled a substantial cadre of company-owned equipment to meet the immediate requirements of our contracts. As the need to transition back to our day-to-day business lines and continue to facilitate our recovery contract commitments, our subcontracting force grew exponentially. Many of our subcontractors that were already being utilized were small businesses.
- At peak, the Bergeron workforce consisted of approximately 70% subcontractors; out of the 70%, approximately 40% were local small businesses, with the majority of these being trucking companies, recycling facilities, and equipment operators/suppliers
- All work completed safely and efficiently
- Successfully coordinated crews and monitored lines of communication
- This project lasted approximately 90 days with no injuries or lost work time
- No claims, no liquidated damages, and no poor performance reports

RECOVERY

RELIABLE

Meeting operational challenges



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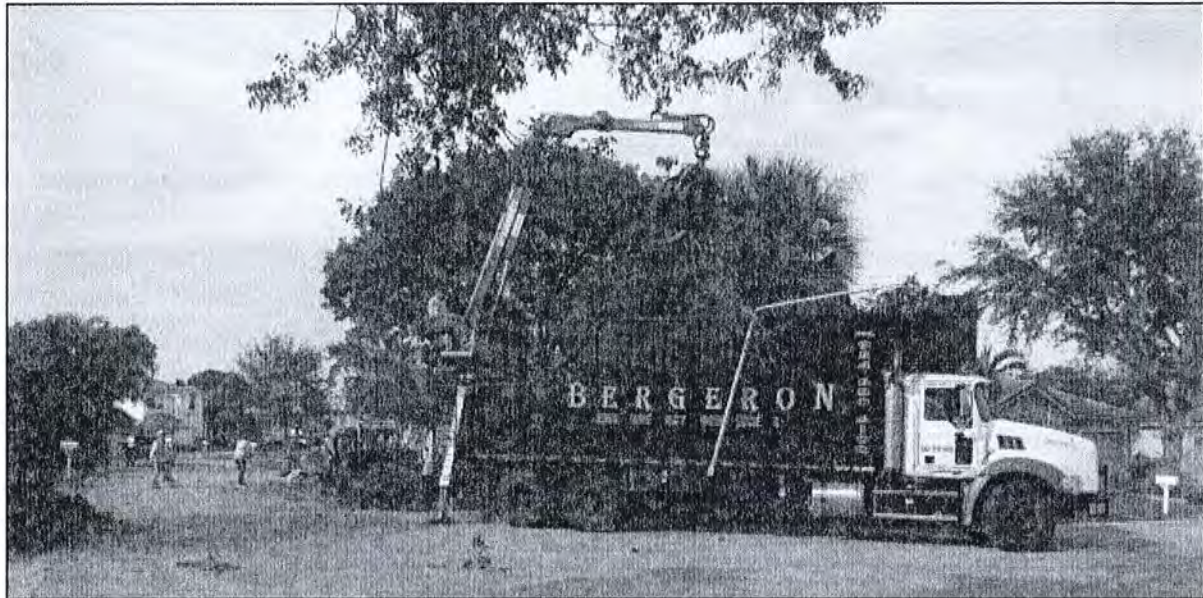
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Due to contractual commitments, BES initiated operations with company owned assets.

Many local subcontractors were impacted by the storm and were slow to recover and respond. However, as they began to come back online, BES immediately engaged local and small business .

subcontractors. This happened at a timely milestone in our projects, as the magnitude of Hurricane Wilma was realized and additional resources were necessary. We aided in a rapid recovery, local job creation, and a return to normalcy to the local community we served.



Small business subcontracting goals

We understand the importance of stimulating the local workforce and we have been instrumental in the seamless transition from response operations into recovery. During that transition period is when our local outreach programs are implemented and we begin to see the influx of local contractors willing and able to comply with the requirements of the contract.

To reaffirm our subcontracting efforts, the Bergeron workforce consisted of approximately 70% subcontractors; out of the 70%, approximately 40% were local small businesses, with the majority of these being trucking companies, recycling facilities, and equipment operators/suppliers.



Hurricane Wilma Operation of Privately Owned Reduction/Disposal Sites



RELEVANCY

Weather-related debris management

Immediate response required

PERFORMANCE CONFIDENCE

Work completed quickly, efficiently and safely

No complaints or claims by client or subcontractor

No liquidated damages

Location: Cities of Plantation, Pembroke Pines, Cooper City, Miramar, Weston, Southwest Ranches, Hollywood, and Davie; Florida & Broward County School Board

Date: October 2005-March 2006

Revenue: \$20,000,000

Client: Cities of Plantation, Pembroke Pines, Cooper City, Miramar, Weston, Southwest Ranches, Hollywood, and Davie; Florida & Broward County School Board

Contact: Mark Collins, Davie, FL (954) 797-1006
Thomas Good, Miramar, FL (954) 538-6836
Shawn Denton, Pembroke Pines, FL (954) 437-1111
Karl Thompson, Weston, FL (954) 437-1111
Ron Eggenburger, Broward Co. School Board (954) 321-4317

Teaming Partners: Rankin Construction (grinding operations).



Executing requirements

BES provided debris reduction and grinding operation services immediately after Hurricane Wilma. BES owns 5 FEMA-approved TDSRSs that successfully processed more than 2 million cubic yards of debris that emanated from Hurricane Wilma. Wood chips were land applied for agricultural purposes and were put to a beneficial use as required by the contract. By grinding, BES reduced the material at a 4:1 ratio.

BES opened this site in less than 72 hours following the landfall of Wilma. To facilitate this function, BES utilized corporate assets such as D-8 dozers, motorgraders, loaders, and haul trucks to fulfill every site functionality aspect. For example, the dozers cleared the muck, the loaders, graders, and haul trucks constructed the access roads.

RESPONSE

- ▶ Less than 24 hours after Hurricane Wilma had passed, BES began clearing what would become the largest TDSRS in Florida and was in full operation in less than 72 hours
- ▶ The experience of BES in materials handling, rock mining, and debris management provided for a natural migration into this operation
- ▶ Successfully reduced and disposed of over 2 million cubic yards that emanated from Hurricane Wilma
- ▶ Equipment used included excavators with thumbs, loaders with rakes or grapples, dozers (D-3 up to D8), and large tub grinders
- ▶ The residual chips were managed with dozers, loaders, and large capacity haul trucks
- ▶ At peak, BES had 5 tub grinders and the necessary support equipment, as described above, to facilitate 8 separate dumping locations
- ▶ Each separate applicant had its own dedicated piece of "real estate" to dump

REMOVAL

- ▶ The volume of debris collected was calculated by conventional load tickets consistent with FEMA's Public Assistance requirements for compliant debris management operations; BES was paid based on actual volumes hauled and accounted for by each applicant's validated tickets
- ▶ Our site management plan was fully compliant with contractual requirements and would meet the requirements described in this solicitation
- ▶ Our site plan was derivative of the debris site management inclusive of our technical approach and methodology; further, the site plan was continually updated as each applicant's site came on-line and as their respective hauling operations commenced
- ▶ Maintained traffic flow through the site; maintained stable terrain for the traffic

RECOVERY

- ▶ Privately owned sites were strategically located in a manner to minimize the impacts to the surrounding communities
- ▶ With adequate buffer zones and proper maintenance of traffic, the site was recognized as a temporary landfill as many sites are



RELIABLE

- ▶ Truck traffic had dedicated entrances and exits on lightly traveled roads that had little or no effect on commuter traffic
- ▶ Staging was managed to expedite the reduction and disposal process
- ▶ Work completed quickly, efficiently and safely
- ▶ Excellent public relations and communications throughout the project

Meeting operational challenges

Hurricane Wilma struck Broward County, the home of BES. Many of our employees, friends and family were directly impacted by this event. Many employees were reliant on BES to assist with personal needs such as fuel, equipment, and other items to secure their families and homes so they could return to work and respond to our contractual obligations. Through constant pre-planning and situational awareness, we accomplished all goals even though many of us were victims ourselves.

Small business subcontracting goals

We understand the importance of stimulating the local workforce and we have been instrumental in the seamless transition from response operations into recovery on past projects. During that transition period is when our local outreach programs, defined in our subcontracting plans, are implemented and we begin to see the influx of local contractors willing and able to comply with the requirements of the contract.





Superstorm Sandy Operations



RELEVANCY

Weather-related debris management
Long distance response required
ADMS system

PERFORMANCE CONFIDENCE

All work performed to the satisfaction of the prime contractor and USACE
No liquidated damages

Location: Township of Colts Neck, New Jersey
All 5 boroughs of New York City

Date: December 1, 2012-January 5, 2013 (NJ)
February 12, 2013-April 10, 2013 (NY)

Revenue: \$750,000 (NJ) and \$1,000,000 (NY)

Clients: Township of Colts Neck, NJ
124 Cedar Lane
Colts Neck, NJ
Looks Great Services, Inc. (Contractor to USACE)
7 Lawrence Hill Road
Huntington, NY

Contacts: Bob Bowden, Colts Neck Town Administrator
732-462-5470
rbowden@colts-neck.nj.us
Kristian Agoglia, LGS President
631-367-2200
kristian@looksgreatservices.com

Teaming Partners: Double J Trucking (SB)



Executing requirements

Prior to departure to the NY/NJ area following Superstorm Sandy, Bergeron fully understood the complexities associated with the mobilization and sustaining operations.

Confident in our experience in multi-state deployments, such as the Kentucky Ice Storms in 2009, Bergeron deployed our Advanced Management Team to the NY/NJ area following landfall to assess the damages and seek contracting opportunities. BES' Advance Management Team was comprised of senior management staff with specific disaster experience to identify the most heavily impacted areas and to develop a strategy to respond to subsequent bids. The team was comprised of JR Bergeron, Brian Thomason, and senior managers from our first-tier subcontractor.

New Jersey had executed a state-wide contract for debris removal services. However, the unit prices in that contract were double the industry standard. Bergeron immediately began talking with applicants that were not under contract to offer significant cost savings.

One applicant listened. The Township of Colts Neck solicited pricing and qualifications from three contractors. Bergeron won the contract for half the price of the state-wide contract. BES provided pickup and hauling of vegetative storm debris generated by Superstorm Sandy. We also provided technical assistance to support eligibility and reimbursement requirements. Bergeron provided the same services that were offered in the state-wide contract and, at our price per cubic yard, we saved Colts Neck over \$750,000 by having competition in the market.

In New York City, BES was the primary subcontractor to LGS on a USACE contract for stump removal and flush cuts in the New York City Parks and right-of-way. We were also tasked with backfilling the stump holes. The work was performed in all 5 boroughs of New York City. Stumps were extracted or flush cut to the ground and transported to Floyd Bennett Field, the TDSRS for the project.





RESPONSE

- ▶ In NJ, BES mobilized 24 hours from NTP utilizing local subcontractors
- ▶ Colts Neck had already engaged in operations with local contractors while they were preparing the above-mentioned solicitation; those operations continued under the Township's oversight
- ▶ In NJ, Bergeron quickly deployed 6 double self-loaders to meet a 20-day schedule the Township was requiring
- ▶ In NY/NJ combined, Bergeron mobilized over 100 pieces of equipment within the required time frame of each respective agreement
- ▶ BES rapidly adapted our municipal procedures and approaches to debris planning and operations develop a compliant, task-driven approach for management of the stump removal and flush cut operations in NY
- ▶ In NY, mobilized 10 crews with the required crew composition 48 hours from NTP as required by USACE; crews included chainsaw crews, rubber tired excavators, skid steers, tree cranes, grapple trucks, personnel transports, dump trucks, and traffic control equipment
- ▶ In NY, BES used the ADMS system proposed in response to this ACI solicitation; it was utilized pro bono to provide QC functions with each stump removal and flush cut crew
- ▶ The ADMS technology allowed the crew foreman to document pre-work and post-work photographs, pre-existing damages, and necessary data for comparison to the USACE QAS reports
- ▶ ADMS compliant with FEMA, in fact FEMA adopted this process into their training program.
- ▶ In NJ, removed 65,000 cubic yards of debris in 20 days using only 6 double (100 cy) self-loaders due to the small site
- ▶ In NY, performed 394 flush cuts and 694 stump extractions in the parks
- ▶ More than 100 personnel were on the project at peak
- ▶ Bergeron had an operations manager, field supervisor, and quality control manager assigned to the NJ project, and the project was 95% subcontracted to a local small business
- ▶ In NJ, all field operations (more than \$700,000) were subcontracted to a local subcontractor (Double J Trucking). Bergeron only performed project management that constituted approximately 5% of the operations
- ▶ In NY, Bergeron was the primary subcontractor, and self-performed project management and CQC functions while subcontracting all field work
- ▶ In NY, we provided an operations manager, safety manager, field QC supervisors, and complaint crews to effectively manage the project to a successful completion
- ▶ The Bergeron portion of the NY work was approximately 10%; the prime self-

REMOVAL





RECOVERY

performed 10%, and 80% was subcontracted to small businesses

- ▶ Worked closely with NJ and NY contractors and citizens to quickly return them to normalcy
- ▶ Integrated swift and effective operations with superb community relations
- ▶ Used local contractors and also bought any project logistics materials locally
- ▶ Successfully worked around park events, schedules, etc.; did not interfere with the day-to-day functions of the citizens or facilities
- ▶ All work completed to the satisfaction of the prime contractor and USACE
- ▶ Through constant data reviews, production reporting and field surveys, Bergeron completed on schedule
- ▶ Over the 30-day project periods, there were no recordable accidents and no lost work days

RELIABLE

Meeting operational challenges

In NJ, we were required to utilize a very small staging area. We were not tasked with the reduction or site management, so production was limited until we could coordinate with all parties. We also manipulated the workforce to meet the project timeframes set forth by the client and to accommodate the site configuration.

In NY, due to a permit issue between USACE and New York City, the project was delayed 22 days. We were challenged keeping the crews on site during the delay, as well as being faced with Asian Longhorn Beetle quarantine issues. The city was required by the USDA to have all vegetative material located in the Asian Longhorn Beetle quarantine zone to be removed by April 1, 2013. The project was slated to begin February 15, 2013 but did not begin until March 10, 2013. The deadline was still met by the acceleration and coordination by BES and our crews. BES also had to face New York City traffic and coordinating work in heavily used parks without disrupting ongoing events and schedules.

Small business subcontracting goals

Although this contract had no small business subcontracting goals or requirements, Bergeron subcontracted 80% of the project to local small businesses.

When BES discovered that a lower tier subcontractor did not pay its personnel (approximately 46 people/\$117,000), BES immediately cured the issue by meeting with the employees and bringing remedy through provisions in our subcontract. BES also cooperated and assisted with the DOL on this issue. This was an SCA contract.



Kentucky Ice Storms



Location: Hart, Grayson, Logan, Ballard, and Christian Counties, Kentucky
Date: February-July 2009
Revenue: \$8,300,000
BES operated primarily as project oversight. Approximately 90% was subcontracted to local and out-of-state resources
Client: Kentucky Transportation Cabinet (KYTC)
1024 Capital Center Drive
Frankfort, KY 40601
Contact: Richard Mize, Contract Administrator
(502) 564-6521 rmize@kytc.gov

RELEVANCY

Weather-related debris management
Immediate and long-distance response required

PERFORMANCE CONFIDENCE

All work was accomplished to the satisfaction of the KYTC
Customer satisfaction led to multiple letters of commendation

Executing requirements

As prime contractor, BES provided hazardous tree removal and trimming and right-of-way loading and hauling of vegetative debris generated from back-to-back ice storms.

BES deployed to the Kentucky area following the ice storm to assess the damages and seek contracting opportunities. The Advance Management Team of BES was comprised of senior management staff with specific disaster experience to identify the most heavily impacted area and to develop a strategy to respond to subsequent bids. The team was comprised of JR Bergeron, Brian Thomason, and senior managers from our first-tier subcontractors.

Led by Brian Thomason-Vice President, BES covered a 101-county geographical area to assess damage and to pinpoint where operations would occur if awarded a contract. Due to the significant impacts the ice storm had inflicted on the state, the team was able to quickly identify 66 counties that would require extensive debris management resources and would potentially be soliciting debris services.



The KYTC, which is the equivalent of the Department of Transportation in other states, was tasked by the Governor to spearhead the debris recovery operation for the entire state. As a result of that directive, KYTC issued a state-wide debris solicitation that actually covered many of the 66 counties for which the BES team had conducted damage assessments.

The solicitation was structured in a manner that the contractor was required to bid on specific counties within their KYTC districts. Further, the solicitation had a very quick turnaround time of 48 hours for submission. Our rapid response and diligent assessments had BES prepared to provide reasonable pricing and put us in a strategic position to quickly and responsibly bid the projects.



Subsequently, BES was awarded five counties spanning five KYTC districts. Mr. JR Bergeron, BES President, had been working with the assessment teams and was still in the state when the contracts were awarded. He was able to immediately respond to the KYTC procurement offices to negotiate the contracts. Simultaneously, BES was deploying adequate resources to meet the KYTC contract requirements. We were required to have one crew in each county within 24 hours of NTP.

As the contracts were completed and contract requirements were agreed upon, BES continued to mobilize the necessary resources to support operations. As local subcontractors began to respond to our outreach programs, further defined in our Small Business Participation Plan, we began incorporating them into our ongoing operations. Other project challenges and complexities are further outlined in this description.

The impacts of this event took a huge toll on the KYTC employees. Once the power was restored and the ice melted, citizens were returned to some sense of normalcy, as the major impacts were right-of-way related. However, the KYTC decided to utilize its force account personnel to monitor the debris operations. These employees had to prepare for the onslaught of the ice storm, responded throughout the storm, and then were required to monitor a post-storm large-scale debris project covering a large geographical area. It was critical to strike a balance with the KYTC staff to support BES' operations through excellent coordination and responsiveness to their requests. As evidenced by our letters of commendation, we achieved that goal.

RESPONSE

- ▶ Crews were mobilized into the contract award area within 24 hours of NTP
- ▶ We deployed one crew into each of the five awarded counties
- ▶ At peak, project-wide, we had mobilized over 300 tree trimming crews (19 approximately. 900 persons) and over 600 pickup and haul crews (19 approximately 1,200 persons)
- ▶ We employed over 2,100 personnel, local and out of state
- ▶ We used approximately 3,500 pieces of equipment including chainsaws, loading equipment, hauling equipment, bucket trucks, and support equipment
- ▶ BES mobilized tree trimming crews and hauling crews
- ▶ Each hauling crew was teamed up with a trimming crew across 5 counties



REMOVAL

- Overall 1.6 million cubic yards were removed from the 5 counties and 2 state parks
- The bulk of the material was removed in 90 days
- In Hart County, BES removed over 200,000 cubic yards in less than 30 days
- In Ballard County, BES was instrumental in the removal of over 300,000 cubic yards
- Operations were limited to daylight hours, dawn to dusk, due to safety requirements and adverse terrain in many of the locations
- The volume of debris collected was calculated by conventional load tickets generated in field and delivered to various TDSRS locations project-wide, a method consistent with FEMA's Public Assistance requirements for compliant debris management operations
- Tickets were provided by BES using the same paper ticket system that would be used for County operations if a task order did not require an automated system
- BES was paid on actual volumes hauled and accounted for by KYTC validated tickets
- BES was not tasked with the actual debris reduction operations or site management (KYTC actually contracted direct with local companies to perform that function); however, BES was tasked with coordinating site operations with the local companies to ensure seamless operations
- Without the collaboration of all parties, led by BES, and strategic debris planning the project would not have been completed in the time frame it was
- BES further assisted the KYTC with acquisition and setup of other key debris sites to support and expedite operations
- Much of the body wood generated from the tree removals and trimming was salvaged by local loggers and sold in the paper markets and the mulch was lawfully disposed of at paper mills for boiler fuel
- Mulch was also agriculturally applied for soil enrichment
- BES worked closely with KYTC and the Kentucky Department of Health and Natural Resources to ensure compliance with applicable regulations

RECOVERY

- To reduce the impacts the ice storm had on the rural communities affected, BES bought materials, fuel, and services from local small businesses to help support the local community
- Our rapid debris removal operations helped quickly stimulate the local economy because, once the streets were cleared and trees were trimmed, businesses could re-open
- Additionally, the influx of hundreds of workers further stimulated the local economy because our workers were patrons of local businesses

RELIABLE

- BES received letters of commendation from all 5 counties and the Governor's office outlining the quality of work



Meeting operational challenges

One challenge was the limited capacity of the temporary dumpsites operated by the KYTC, which were incapable of handling the amount of storm-generated debris from this event. Therefore, BES assisted with identifying alternate sites and assisting with the procurement of those sites.

Ballard County also had some internal management issues that put the project behind schedule. It was recognized and corrected in a timely manner to complete the project on time.

Small business subcontracting goals

Even without small business subcontracting goals or requirements, BES subcontracted approximately 30% of the work to local small businesses. In addition, we employed a very large workforce comprised of the Amish constituency that resided in the impact areas. The Amish community provided a large portion of our labor force and ground crews. Additionally, as a condition of our subcontracts, our subcontractors were required to establish similar goals to ensure small business utilization. Subcontractors included:

Grubbs Emergency Services (LB)
Trees-R-Us (SB)
Harrison Hauling (SB)
TCF (LB)
Benchmark Construction (SB)

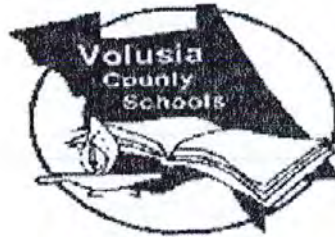
The above were first-tier subcontractors deployed to meet the immediate needs of the KYTC. BES then required these subcontractors to transition to utilization of local small businesses and subcontractors.





Client Satisfaction

Volusia School Board



Dear Mr. Bergeron,

On Behalf of the Volusia County School Board District, I would like to commend you on a job well done. Hurricane Matthew, which made landfall in October 2016, was the first Major Hurricane to hit Florida in over 10 years. Hurricane Matthew left wide spread damage to schools all across Volusia County. Bergeron worked tirelessly to assist our field personnel and in house management with many facets of the operation. Because of the relationship between our School Board and Bergeron, we were able to maximize our reimbursement from FEMA and the State of Florida, under the FEMA Public Assistance Program. Your adherence to all local, state and federal guidelines helped us tremendously with issues that might have otherwise been unsuccessful or overlooked. Bergeron Emergency Services regularly communicated with us and made themselves flexible with various day to day operations throughout Volusia County.

Within hours of making the phone call to Bergeron Emergency Services, Inc., a representative was in our headquarters in Daytona to implement a plan to quickly and professionally return the schools back to full operations. Following initial assessments by the Bergeron team, it was immediately evident that the impacts were much worse than we had anticipated. Bergeron's experienced team was very thorough in their explanation of the FEMA debris removal process and the key controls that would be implemented to protect our reimbursement potential. Within twenty-four hours of NTP Bergeron mobilized over 15 crews who worked tirelessly to return over 30 schools simultaneously back to normal operations within forty-eight hours. The Volusia County School District was the first school district to open schools statewide following the impacts of Matthew. More importantly, even though schools were opened, there was still much work to perform and the majority of the debris removal operations were performed while students were present. Bergeron's experience with managing the pedestrian traffic and constant coordination with our staff was paramount to our successful recovery.

In closing, I would like to thank you and your staff for working so closely with our staff to return our schools back to normal as soon as you did. It would be my pleasure to recommend your company to anyone who may suffer from a similar unfortunate circumstance in the future.

Sincerely

David Biletto, Environmental Coordinator





City of Lighthouse Point, Florida



City of Lighthouse Point, Florida

www.lighthousepoint.com

2200 N.E. 38th Street • Lighthouse Point, FL 33064 • Phone 954-943-6500 • Fax 954-784-3446

March 31, 2016

Mr. Brian Thomason
Vice President
Bergeron Emergency Services
19612 SW 69th Place
Ft. Lauderdale, FL 33332

Dear Mr. Thomason:

I want to thank you and all of the responders from Bergeron Emergency Services for your assistance in the recovery from the tornado that we recently experienced. Within two hours after we called, a representative was in the City assessing the damage and developing a clean-up and debris removal plan. The next morning your crews were here on-site ready to work. You provided just the right amount of manpower and equipment we needed to get the job done quickly and efficiently.

Thanks for the great response from Bergeron Emergency Services.

Sincerely,

CITY OF LIGHTHOUSE POINT, FLORIDA

John D. Lavisky
City Administrator



Cities of Lake Jackson and Richwood, TX



1800 BRAZOSPORT BLVD.
RICHWOOD, TEXAS 77531
PHONE (979) 265-2082
FAX (979) 265-7345

May 14, 2015

Ronald M. Bergeron, Jr.
Owner/President
Bergeron Emergency Services
19612 SW 69th Place
Fort Lauderdale, FL 33332

Re: April 2015 Straight-Line Windstorm Event

Dear Mr. Bergeron,

The City of Richwood only recently awarded our annual Storm Debris Contingency Contract to Bergeron, so recently in fact that the contracts had just been signed. On April 17th, we experienced a storm event. The storm debris had piled up beyond our control and beyond the capacity of our current waste management service.

Brian Thomason responded the day he was contacted about assistance with the storm debris removal. We were able to meet with Brian and with Ariel Vignolo the very next day. They both were extremely courteous and helpful while explaining the process. They were able to mobilize immediately and clean up began within 30 minutes of our meeting.

Mr. Thomason stayed in contact with the City every day regarding their progress. We were kept informed all through the process. We never received a customer complaint or concern while Bergeron was working in town.

Brian and Ariel were both professional and courteous. Being a small municipality, we don't have the labor at our disposal to handle such an extensive clean up. They came in, removed a huge burden from the city, managed to keep our residents pleased and displayed a level of customer service you rarely have the pleasure of witnessing these days.

Sincerely,

Clif Custer
Public Works





Hurricane Wilma



City of Pembroke Pines

Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

William B. Armstrong, Commissioner
Ben Fiorentino, Commissioner
Iris A. Siple, Commissioner

January 24, 2006

Bergeron Land Development, Inc.
19612 S.W. 69th Place
Fort Lauderdale, FL 33332

TO: Ramon Lara
Project Manager

RE: Hurricane Wilma, Debris Removal
Letter of Merit

This correspondence is being sent by the City of Pembroke Pines Public Services to recognize Bergeron Land Development Inc. and yourself for accomplishments as it relates to hurricane debris removal in the City of Pembroke Pines, Florida following Hurricane Wilma.

The communication, project management, organization, professionalism, and the overall expeditious manner in which Bergeron Land Development, Inc. removed storm generated debris from the right-of-ways throughout the city was impressive.

In closing, they were a beneficial addition to the disaster relief services, we anticipate utilizing their services in future disasters.


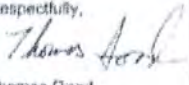
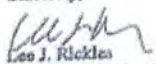
Respectfully,

Shawn W. W. Denton
City of Pembroke Pines
Director of Public Services

13975 Pembroke Road • Pembroke Pines, Florida 33027 • 954-437-1111





<p>City of Miramar An Equal Opportunity Employer</p>  <p>Mayer Lori C. Mosley</p> <p>City Commission Winston F. Barnes Marjorie J. Contar Troy R. Samuels John L. Moore</p> <p>City Manager Robert A. Payton</p> <p>City Manager c/o City of Miramar 2300 Civic Center Place Miramar, Florida 33025 Phone: (954) 602-3115 Fax: (954) 602-3548</p>	<p>January 25, 2008</p> <p>Re: Recommendation Letter</p> <p>To Whom It May Concern:</p> <p>On October 24, 2005 Hurricane Wilma slammed into South Florida causing significant damage to Broward County. The damage and safety to our citizens due to debris in the area was obviously an immediate concern to the City of Miramar.</p> <p>Bergeron Land Development, Inc. was contracted by the City of Miramar to expedite the removal of debris from the right-of-ways in Miramar. Bergeron Land Development participated in the entire contract from beginning to end with a great deal of diligence and professionalism.</p> <p>The City of Miramar was pleased with Bergeron Land Development's performance and would consider using them again in the future.</p> <p>Respectfully,  Thomas Good Administration Officer TG/als</p>	<p>Town of Southwest Ranches 4589 S. W. 166 Avenue Southwest Ranches, FL 33321 Phone: (954) 434-0000 Fax: (954) 434-1450 Website: www.southwestranches.org</p> <p>March 3, 2009</p> <p>Re: Bergeron Emergency Services, Inc.</p> <p>To Whom It May Concern:</p> <p>In October 2005, the Town of Southwest Ranches was at the forefront of Hurricane Wilma as it crossed the Florida peninsula and entered Broward County. Southwest Ranches is adjacent to the everglades at the storm's point of entry.</p> <p>The amount of debris generated was tremendous. Bergeron Emergency Services provided hurricane debris removal services to the Town for several months. Their professionalism, diligence and response to the Town's every concern was truly appreciated.</p> <p>The Town has a contract in place with Bergeron for future debris removal which is the best endorsement.</p> <p>Sincerely,  Lee J. Rickles Administrative Services Director</p> <p><small>Mayer, Jeff Hulse, Vice Mayor, Dave Schifano Councilmember Phyllis Fikuli - Councilmember Julie Knight - Councilmember, Doug Stacey - Interim Town Administrator, Tim Vitek</small></p>
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Kentucky Ice Storms



OFFICE OF THE GOVERNOR DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2382
Fax (502) 573-2939
Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

September 11, 2009

Bergeron Emergency Services, Inc.
19612 S.W. 69th Place
Ft. Lauderdale, FL 33332

Dear Mr. Bergeron,

On behalf of the Commonwealth of Kentucky and its municipalities, I would like to commend you on a job well done in the counties of Ballard, Christian, Hart, Hardin, Grayson and Logan. The ice storm in January was the largest disaster in our state's history and your knowledgeable staff helped us through the plethora of documentation that emanated from not only your operations but also our local work forces'. Indeed, the collaboration between your firm and our local work force was key to a successful operation we hope never to have to deal with again.

The ice storm left much of the state in complete ruin. Upon notification, your firm immediately responded and worked tirelessly to assist both our Project Managers in the field and our municipal representatives responsible for the many facets such an operation demands. Because of the partnership between our Kentucky Transportation Cabinet and Bergeron, we were able to maximize our reimbursement from the FHWA and FEMA, the federal funding agencies for this massive project. Your adherence to all local, state and federal guidelines helped us tremendously with issues that might have otherwise been unsuccessful or overlooked.

Subsequent to your award in the aforementioned counties for operations detrimental to our recovery, Bergeron Emergency Services regularly communicated with us even when communications were crippled and made itself flexible to the rapidly changing conditions, including assisting us with the restoration of both Pennyroyal and Rough River Dam State Parks, two of the largest and most precious parks in our state.

In closing, I would like to thank you and your staff for working so closely with our staff. It would be my pleasure to recommend your company to anyone who may suffer from a similar unfortunate circumstance in the future.

Sincerely,

Tony Wilder
Commissioner

KentuckyUnbridledSpirit.com



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on the title page of this proposal.

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TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

June 30, 2009
Bergeron emergency services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Dear Mr. Bergeron:

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response from the crippling ice storm we recently faced.

Upon initiation of your contract by the KYTC and arrival of your crews, we began to realize that a management staff knowledgeable of the debris management process and adequate resources were now in place to begin our project. Bergeron realized in April that there were some management issues and some changes in staff were to be made and did so accordingly to completed this project. Your crews and staff were totally committed to the project from their arrival to the closeout. The County was faced with many operational issues that your company and KYTC representatives collaborated on to bring resolve. The KYTC has not seen an ice storm of this magnitude and the assistance your company brought to the table was paramount in our recovery.

In closing we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, the KYTC monitors and staff Mr. Dave Fernandez (Senior Project Manager) and the sub-contractors on this project were kept to a successful project. We overcame issues and did what had to be done.

Sincerely,

Philip Morris
Superintendent II, Ballard County

[Signature]

Bill Hook
Superintendent 1, Ballard County

[Signature]

KentuckyUnlimitedSpirit.com



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

June 29, 2009

To Whom It May Concern:

In late January 2009, the State of Kentucky was hit with a devastating ice storm that caused wide spread damage and generated a significant amount of tree related debris along our roadway system. The Kentucky Transportation Cabinet (KYTC) immediately put in place a debris removal contract for each county affected throughout the State. This debris removal contract included removal of hanging, leaning and debris existing along our maintained right-of-way that followed FEMA protocol and specifications. I had the opportunity to oversee the work of this debris removal in Ballard County where the services of Bergeron Emergency Services were utilized in accordance with the KYTC debris removal contract. The amount of debris along our state roadway system in Ballard County totaled over 250,000 cubic yards upon completion by Bergeron. Throughout the course of this project I worked closely with Bergeron representatives to ensure that all FEMA guidelines were being adhered to, that safety was always a primary focus to all parties involved, that Bergeron was adequately addressing all affected areas in Ballard County for KYTC, and most importantly that our customer, the public, was receiving a quality product. Several obstacles were encountered through the early part of the debris removal process but through the guidance and coordination of Mr. Dave Fernandez, operations improved and we began to see production in a positive direction. The Bergeron staff was very accommodating and kept in constant contact with all applicable KYTC staff as to work progression, work changes, specific needs, etc. All paperwork was submitted promptly and any requests made by KYTC were addressed in a timely fashion. The project staff took great pride in their work and made a superb effort at ensuring our needs were met on a daily basis.

In closing, I would highly recommend Bergeron Emergency Services for any future debris removal projects and am glad I have had the opportunity to work with them during our recent disaster.

Sincerely,

[Signature]

Kyle M. Poor, P.E.
Transportation Engineer Supervisor - Paducah Section
KY Dept. of Highways - District One
Paducah, KY

KentuckyUnlimitedSpirit.com




AN Equal Opportunity Employer M/F/D



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TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

June 30, 2009
Bergeron emergency services, Inc.
19612 SW 49th Place
Pembroke Pines, FL 33332

Dear Mr. Bergeron:


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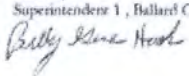
In closing we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, the KYTC monitors and staff Mr. Dave Fernandez [Senior Project Manager] and the sub-contractors on this project were keys to a successful project. We overcame issues and did what had to be done.


Sincerely,

Phillip Morris
Superintendent II, Ballard County




Bill Hook
Superintendent I, Ballard County





KentuckyUnbridledSpirit.com



TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

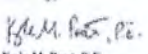
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In closing, I would highly recommend Bergeron Emergency Services for any future debris removal projects and am glad I have had the opportunity to work with them during our recent disaster.

Sincerely,


Kyle M. Post, P.E.
Transportation Engineer Supervisor - Paducah Section
KY Dept. of Highways - District One
Paducah, KY



AA Equal Opportunity Employer M/F/D

KentuckyUnbridledSpirit.com



Appendix B Resumes



BERGERON



Appendix B: Resumes

Brian Thomason Project Manager

Mr. Thomason is a senior manager who led hundreds of debris projects in over 25 major disaster declarations with direct responsibility for resolution of program issues associated with all categories of the FEMA Public Assistance Program. Drawing from past experiences as an Emergency Manager, he has assisted local units of government with recovery efforts stemming from natural disasters, and is experienced in managing a full range of recovery projects from conception to completion. Prior to working for BES, he served as Cumberland County, North Carolina Emergency Management Agency, Deputy Director with duties that included coordination of Emergency Management Operations countywide. As a firefighter, Mr. Thomason also served as a Hazardous Materials Response Specialist and was assigned to the NC Hazardous Materials Regional Response Team (RRT#3) and was requested on several occasions to provide Hazardous Materials Technician Training and Instruction, Confined Space Training, and Trench Rescue Training through the NC Department of Insurance in various locations throughout the state.

CERTIFICATIONS/LICENSES

Incident Command System (ICS) certified; Instructor
Hazardous Materials Response Trainer
Certified Instructor (NC)
Hazardous Materials and Fire Services
Operations coursework associated with Emergency Manager Accreditation
National Incident Management System (NIMS) certified

DISASTER RECOVERY EXPERIENCE

- ▶ 2016 Hurricane Matthew, Volusia County Florida
 - > Client: Volusia County School Board
 - > Scope of Work: Hanging limb and Tree Removal. Scope required returning 81 schools to normal operation in 48 hrs.
- ▶ 2016 Hurricane Matthew, FDOT District 5
 - > Client: FDOT District 5
 - > Scope of Work: Load haul, hanging limb and tree removal
- ▶ 2016 City of Lighthouse Point Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2016 City of Sarasota, City of Bradenton, Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2015 Texas Tornadoes, Cities of Jackson Lake and Richmond, Texas
 - > Clients: City of Jackson Lake and City of Richwood, Texas
 - > Scope of Work: Oversight of debris removal operations with two crews phasing in additional crews as the operation progressed. All operations were performed in compliance with the FEMA Public Assistance Program.
- ▶ 2013 Hurricane Sandy New York City:
 - > Client: U.S. Army Corps of Engineers
 - > Scope of Work: Removal of Stumps and Flush Cuts in all Five New York City Boroughs directing the subcontractor's daily activities, monitoring and reporting progress to the USACE. Contract management, subcontract management.
- ▶ 2013 Hurricane Sandy, Colts Neck, New Jersey:



- > Scope of Work: Provided The Township of Colts Neck, New Jersey with removal of storm-related debris.
- ▶ 2012 Tropical Storm Isaac:
 - > Client: Indian Trail Improvement District
 - > Scope of Work: Removal and disposal of 224 tons of dead fish from Indian Trail improvement district canals.
- ▶ 2010 Broward County, Solid Waste and Recycling Division – Processing and disposal of all vegetative and non-vegetative material to landfill and recycling locations.
- ▶ 2010 BP Oil Spill – Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the deep water horizon project.
- ▶ 2009 Kentucky Ice Storm – Cleanup in Ballard and Hart Counties for the State of Kentucky
- ▶ Transportation Cabinet, clearing, debris removal, dumping of over 1.2 million cubic yards of debris.
- ▶ 2008 Hurricane Ike – Cleanup in the communities of Baytown, El Lago, Galveston, Nassau Bay, Piney Point Village, and Taylor Lake Village in Texas.
- ▶ 2007 Tornado – Recovery in the Town of Lady Lake, Florida.
- ▶ 2006 Red Tide – Cleanup in the Town of Long Boat Key and other miscellaneous west coast Florida communities.
- ▶ 2005 Hurricanes Dennis, Katrina, Rita and Wilma – Debris cleanup and management following for applicants located in 23 Florida communities.
- ▶ 2004 Hurricanes and Tropical Storms Charley, Frances, Ivan, and Jeanne – Debris cleanup for applicants in 43 Florida communities.
- ▶ 2003 Hurricane Isabel – Cleanup for 9 of 13 jurisdictions who are members of the Central Virginia Waste Management Authority.
- ▶ 2003 Emergency Road Repairs – Levy County.
- ▶ 2002 Public Utilities Sewer Breach – Venice, Florida.
- ▶ 2002 Ice Storm Cleanup – Independence, Missouri.
- ▶ 2002 Hurricane Lili – Cleanup in the communities of Crowley and Carencro, Louisiana.
- ▶ 2001 Ice Storms – Response for the Arkansas State Highway and Transportation Department.
- ▶ 2001 Red Tide Cleanup – Town of Long Boat Key, miscellaneous west Florida cities.
- ▶ 2000 Flood Cleanup – City of Sweetwater, Florida.
- ▶ 1999 Tornadoes – Del City, Oklahoma; Vienna, Georgia; USDA NRCS, Oklahoma.
- ▶ 1999 Train Derailment/Fighter Plane – Brandon CSX Train derailment; Patrick AFB F-16 recovery.
- ▶ 1999 Hurricane Floyd – 20 Separate communities stretching from Key West, Florida; Charleston, South Carolina; Chatham County, Georgia to the North Carolina/Virginia State Borders in Murfreesboro, North Carolina.
- ▶ 1998 Tornadoes – DeKalb, Gwinnett, and Lincoln Counties, Georgia; Osceola County, Florida.
- ▶ 1998 Beach Restoration – North Top Sail Beach, North Carolina.
- ▶ 1998 Fires – Port Orange, Florida.
- ▶ 1996 Beach Restoration – North Top Sail Beach, North Carolina.



Jason Otilige Operations Manager

Mr. Otilige has over 10 years of experience in construction, trucking, and heavy equipment management services including mixed waste bulk hauling. He has 5 years' experience in disaster recovery services. From being a skilled operator of heavy equipment to project field supervision to operations management, he has specific skills and experience in deployment and management of crews and equipment for emergency response and debris cleanup projects. He can be counted on for his conscious approach to safety, time management, and job schedule.

CERTIFICATIONS/LICENSES

National Incident Management
System (NIMS) certified IS-00700.a
OSHA 10, 30, 40 HAZWOPER
Traffic Control Course for The
American Traffic Safety Services
Association (ATTSA)
Qualified Stormwater Management
Inspector Certification
CPR/First Aid Certified

- ▶ Grapple Truck Fleet Manager 2014 – Present
 - > Management and upkeep of fleet
 - > Collection of over 20,000 tons of bulk debris annually for multiple municipal contracts.
 - > Oversight of routes and schedules
 - > Conducts weekly safety meetings
 - > Reviews daily field reports
 - > Management of customer and client issues and corrective measures
 - > Responsible for budgets and invoicing
- ▶ Logistics Management
 - > Manages a fleet of company owned vessels for rapid deployment to waterway debris issues
 - > Manages all small tool inventories (chainsaws, vests, etc.)
 - > Works closely with company maintenance facility to ensure coordination with all BLD resources are seamless.

DISASTER RECOVERY EXPERIENCE

- ▶ 2016 Hurricane Matthew, Volusia County Florida
 - > Client: Volusia County School Board
 - > Scope of Work: Hanging limb and Tree Removal. Scope required returning 81 schools to normal operation in 48 hrs.
- ▶ 2016 Hurricane Matthew, FDOT District 5
 - > Client: FDOT District 5
 - > Scope of Work: Load haul, hanging limb and tree removal
- ▶ 2016 City of Lighthouse Point Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2016 City of Sarasota, City of Bradenton, Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2012 Tropical Storm Isaac:
 - > Client: Indian Trail Improvement District
 - > Scope of Work: Removal and disposal of 224 tons of dead fish from Indian Trail improvement district canals.



Becky Bolen

Contract Management/Subcontracts

Becky Bolen has over 10 years of debris management contract services. She is involved in direct oversight of invoicing, data management, and documentation retention for all BES projects. She is also responsible for subcontractor relations and RFP responses. Becky was involved in the final audit and closeout of BES's Kentucky Transportation Cabinet projects. These projects spanned across four KYTC districts and five counties. Due to her tireless work, BES received letters of recommendation from all project areas.

CERTIFICATIONS/LICENSES

Debris Management (G202)
(TS RM2)
National Incident Management
System (NIMS) certified
Disaster Reconstruction
Certification
CPR/First Aid Certified

DISASTER RECOVERY EXPERIENCE

- ▶ 2016 Hurricane Matthew, Volusia County Florida
 - > Client: Volusia County School Board
 - > Scope of Work: Hanging limb and Tree Removal. Scope required returning 81 schools to normal operation in 48 hrs.
- ▶ 2016 Hurricane Matthew, FDOT District 5
 - > Client: FDOT District 5
 - > Scope of Work: Load haul, hanging limb and tree removal
- ▶ 2016 City of Lighthouse Point Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2016 City of Sarasota, City of Bradenton, Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2015 Texas Tornadoes, Cities of Jackson and Richmond, Texas:
 - > Clients: City of Jackson Lake and City of Richwood, Texas.
 - > Scope of Work: Oversight of debris removal operations with two crews phasing in additional crews as the operation progressed. All operations were performed in compliance with the FEMA Public Assistance Program.
- ▶ 2013 Hurricane Sandy New York City:
 - > Client: U.S. Army Corps of Engineers.
 - > Scope of Work: Removal of Stumps and Flush Cuts in all Five New York City Boroughs directing the subcontractor's daily activities, monitoring and reporting progress to the USACE. Contract management, subcontract management.
- ▶ 2013 Hurricane Sandy, Colts Neck, New Jersey:
 - > Scope of Work: Provided The Township of Colts Neck, New Jersey with removal of storm-related debris.
- ▶ 2012 Tropical Storm Isaac:
 - > Scope of Work: Removal and disposal of 224 tons of dead fish from Indian Trail improvement district canals.
- ▶ 2010 Broward County, Solid Waste and Recycling Division – Processing and disposal of all vegetative and non-vegetative material to landfill and recycling locations.



- ▶ 2010 BP Oil Spill – Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the deep water horizon project.
- ▶ 2009 Kentucky Ice Storm – Cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet.
 - > Client: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4).
 - > Scope of Work: Clearing, Debris Removal, Dumping of over 1.2 million cubic yards of debris.
- ▶ 2008 Hurricane Ike – Cleanup in the communities of Baytown, El Lago, Galveston, Nassau Bay, Piney Point Village, and Taylor Lake Village in Texas.
- ▶ 2005 – 2006 Hurricanes Wilma – Debris cleanup and management following for applicants located in 23 Florida communities.
 - > Client: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, FDOT for Palm Beach.
 - > Scope of Work: Emergency Push operations of roadway debris, including Pick-up and Haul from the Right of Way. Clearing debris removal, disposal & dumping, managing own TDMS.



Rudy Trabanino **Superintendent**

Mr. Trabanino has over 20 years of experience in disaster recovery services and heavy construction. From being a skilled operator of heavy equipment to project field supervision to operations management, he has specific skills and experience in deployment and management of crews and equipment for emergency response and debris cleanup projects. He can be counted on for his conscious approach to safety, time management, and job schedule.

DISASTER RECOVERY EXPERIENCE

- ▶ 2013 Hurricane Sandy New York City:
 - > Client: U.S. Army Corps of Engineers.
 - > Scope of Work: Removal of Stumps and Flush Cuts in all Five New York City Boroughs directing the subcontractor's daily activities, monitoring and reporting progress to the USACE. Contract management, subcontract management.
- ▶ 2012 Tropical Storm Isaac:
 - > Scope of Work: Removal and disposal of 224 tons of dead fish from Indian Trail improvement district canals.
- ▶ 2009 Kentucky Ice Storm – Cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet.
 - > Client: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4).
 - > Scope of Work: Clearing, Debris Removal, Dumping of over 1.2 million cubic yards of debris.
- ▶ 2008 Hurricane Ike – Cleanup in the communities of Baytown, El Lago, Galveston, Nassau Bay, Piney Point Village, and Taylor Lake Village in Texas.
- ▶ 2005 – 2006 Hurricanes Wilma – Debris cleanup and management following for applicants located in 23 Florida communities.
 - > Client: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, FDOT for Palm Beach.
 - > Scope of Work: Emergency Push operations of roadway debris, including Pick-up and Haul from the Right of Way. Clearing debris removal, disposal and dumping, managing own temporary debris staging and reduction sites (TDMS).
- ▶ 2005 Hurricanes Katrina – Debris cleanup and management following for applicants located in 23 Florida communities.
- ▶ Scope of Work: Clearing, Debris removal, Stump removal, Disposal and Dumping.
- ▶ 2004 – 2005 Hurricanes Frances – Clearing, Debris removal, Stump removal, Disposal and Dumping for applicants in 43 Florida communities.

CERTIFICATIONS/LICENSES

Debris Management (G202) (TS RM2)
National Incident Management System (NIMS) certified
Traffic Control Course for The American Traffic Safety Services Association (ATTSA)
Disaster Reconstruction Certification
Qualified Stormwater Management Inspector Certification
CPR/First Aid Certified
Certified Heavy Equipment Operator
30hr OSHA Safety Training



Raymond Nel Safety & Health Manager

Mr. Nel is a senior manager with over 20 years of safety experience on all facets of construction and environmental projects. His experience and commitment to safety has led him to teach OSHA safety. He is also the president and owner of Safety Training Consulting & Labor LLC; a company he set up to train individuals in OSHA safety standards. He has trained staff and employees of a subcontractor who worked on US Navy Air Stations, general and shell contractors in Miami. He is a certified trainer for the OSHA outreach training programs such as HAZWOPER, 40 OSHA, 502 and is a registered EMT- I with the state of Illinois. His training and expertise coupled with certifications in traffic management, construction, manufacturing, and equipment operator examiner, and 56000 Disaster Site Worker are ideal qualifications for debris and disaster safety management.

EXPERIENCE

HEALTH & SAFETY MANAGER

BERGERON LAND DEVELOPMENT/BERGERON EMERGENCY SERVICES, INC.

As Bergeron's health and safety manger, Mr. Nel is the leader for all job site and office safety. He maintains and updates staff on safety training and all OSHA programs from OSHA 10 through OSHA 30 hour and HAZWOPER 40. Mr. Nel reviews and updates all safety standards, inspects job site, holds safety meetings, and if necessary, holds the authority to shut down a job site. H

- ▶ 2016 Hurricane Matthew, Volusia County Florida
 - > Client: Volusia County School Board
 - > Scope of Work: Hanging limb and Tree Removal. Scope required returning 81 schools to normal operation in 48 hrs.
- ▶ 2016 Hurricane Matthew, FDOT District 5
 - > Client: FDOT District 5
 - > Scope of Work: Load haul, hanging limb and tree removal
- ▶ 2016 City of Lighthouse Point Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris
- ▶ 2016 City of Sarasota, City of Bradenton, Florida, Tornado Response
 - > Client: City of Lighthouse Florida
 - > Scope of Work: Pickup and haul of storm related mixed debris

SAFETY GUYS, LLC- Fort Lauderdale, Florida

Vice President of Operations/Executive Vice President/ Safety Director 2005 - 2011

Promoted by this \$12 million provider of on-site safety design and installation services to provide the

CERTIFICATIONS/LICENSES

Technikon Pretoria - South Africa-
U.S. Equivalent of Bachelor's Degree in
Fire Technology
Fire Prevention; College of DuPage
Registered in the State of Illinois as EMT-I
OSHA 10 & 30 Hour class
Cranes, Derek's hoists
Florida International University; Maintenance
of Traffic Level Advanced
OSHA Training Institute; OSHA 502
First aid / CPR Class
Competent person excavation instructor
Competent person confined space instructor
Basic rigging instructor
Forklift Operator Instructor
Certified First Aid/CPR/AED Instructor
OSHA Focus Four
40 Hour Hazwoper Class
5600 Disaster Site Worker Train-the-Trainer
Class
USCG OUPV Captains License





necessary leadership, planning, direction, organization, coordination and control to meet the operations and profit goals of the company. Directed and coordinated the establishment of budget, job costing and standardized pricing programs to meet profitability goals. Calculated labor, equipment, material and overhead costs to determine minimum estimates or bids.

- > Developed and implemented quoting process that included all facets of construction including products, materials and labor costs; effort increased company revenues by approximately \$8 million.
- > Introduced incentive programs, employee recognitions and pay increases which improved employee morale and reduced turnover.
- > Monitored accounts payables to ensure low shrinkage and reduce material and labor costs.
- > Conducted regular client follow-up following job completion to ensure satisfaction with product quality and pricing.
- > Oversaw manpower during fall protection installations around high-rise building foundation excavations and sheet pile driving.
- > Implementation and Managing of Company training programs for the construction industry.
- > Conducting OSHA Safety Training classes on a weekly basis to clients across the USA and Panama.
- > Conducting safety inspections and audits for clients, issue safety inspection reports and corrective suggestions.
- > Consultant in the position as Safety Director for a client working on Turkey point nuclear power plant.
- > Oversee manpower and Sub-Contractors, enforcing rules and regulations during excavations, sheet piling, de-watering operations, formwork and concrete, tilt up columns and walls, floor pouring and roofs.
- ▶ **Project Manager/Safety Supervisor 2004**
Created and executed project work plans to meet changing needs and manage day-to-day aspects of project scope. Monitored and inspected job sites, conducted daily inspections and safety meetings, tracked and reported team hours and expenses and followed-up with clients regarding potential issues and concerns.
 - > Effectively managed 45 job site projects including maintenance of safety equipment, safety training, hiring, and creation of job bids and execution of contracts.
 - > OSHA 500 instructor, Train all employees, OSHA 10 & 30
- ▶ **Supervisor 2002 - 2003**
 - > Rapidly advanced from entry position to job foreman to train and provide on-site supervision to all new hires and over 400 field employees. Managed work and change orders, conducted safety inspections, maintained project schedules and provided regular safety trainings. Offered final approval on craftsmanship and quality of product.
- ▶ **Captain Fire Fighter, EMT-I 1990 – 2001**
 - > All aspects of life saving operations.
 - > Severe incident safety officer



Dwight Hamilton, CQM CQC Manager

With over 15 years of experience in the construction industry, Dwight has served as a Construction Supervisor, Manager, and estimator. He has USACE, EPA, OSHA, and FEMA experience. He has been responsible for all aspects of the construction project, from inception to completion. Dwight is a TEAM member, and has coordinated, scheduled and supervised subcontractors, design professionals, and workers. He is engaged in projects to include forecasting, CPM tracking, walk-throughs, inspections, punch outs, O&M, change orders and closing. Knowledgeable of code and permitting requirements, and can obtain necessary permits and licenses. Established and maintained relationships with inspectors, vendors, QA's, QC's, and subcontractors. Dwight interprets blueprints and specifications to determine appropriate construction methods. Enforced OSHA policies in construction, critical lift plans and confined space. Determined labor requirements and dispatched workers to construction sites. Inspected and reviewed projects to monitor compliance with contract specifications and safety codes, along with other regulations; authorized payments to subcontractors.

CERTIFICATIONS/LICENSES

Bachelors in Construction
Management from the University of
North Florida, 1998
QCM Certification USACE
NAVFAC QCM Certification
OSHA- 30 Hour
CPR
First Aid
Member ACI, AGC & AWS

EXPERIENCE

- ▶ Cajun Constructors/ Target Contractors
 - > Scope of Work: Organized and directed all project construction supervision to fully meet project Specifications and schedules. USACE / NAVFAC QCM certified.
- ▶ Quality Control Manager, LPV 105.2 Cross Bayou Project (USACE) \$25M -
 - > Scope of Work: An earth levee project consisting of h-piles, base slabs, t-walls, l-walls, and scour protection this was done for the protection and reinforcement next to the lake front airport and adjacent to the sea brook gate structure. Project consisted of the removal and buildup of the levee and the walls along a three-mile corridor. This was under highways/overpasses, adjacent to Lake Pontchartrain and a run of the Norfolk Southern railway. Duties were conducting meetings, pay and production requirements/requests, procurement, scheduling of manpower and equipment, estimating, testing, QCS quality control and adherence to specifications/contract. Punch out, closeout, OE&M.
- ▶ Quality Control Manager, LPV 148.02, Chalmette Levee Loop, (USACE) \$385M
 - > Scope of Work: An earth levee project consisting of h-piles, base slabs, t-walls, pump station, gates, power and gas crossings, highway closure structure and pneumatic openers. All adjacent to the water and the surrounding bayou part of the Chalmette levee loop. Project was a complete build from access road, fill, embankment, piles, working slab, base slab, t-walls, structural gates, ramps, and pump station renovation. Duties were to manage area 4 where the specifications, inspection, testing, and work was completed and coordinated in a safe productive manner. Scheduling, QCS, material compliance, testing, procurement, coordination and weekly meetings. Safety and tool box meetings.



- ▶ Quality Control Manager, LPV 3.2A, West Return Floodwall, (USACE) \$27M
 - > Scope of Work: An earth levee and fill project changing and connecting the levee to Lake Pontchartrain. Project consisted of the removal of old and worn levee. Fill of over 200,000 cubic yards and the redirection of new channel and wall. Wall was h-pile and pipe pile with base slabs and t-wall tying in from the New Orleans Intl. Airport to Lake Pontchartrain under the I-10 Interstate highway. Project consisted of structural gates and highway gates, dewatering, water turn-arounds, with an extensive and complete scour protection apron. Duties were project and specification compliance per the contract, weekly progress meetings, testing all material (soils, concrete, and existing) procurement of manpower and materials, QCS. Maintaining and directing crews for work. Safety and tool box meetings and adherence to company and EM 385 1-1 policy. Alternate SSHO.
- ▶ Quality Control Manager, S-65EX1 Kissimmee River Restoration Project, (USACE) \$22M
 - > Scope of Work: Channel redirection, Sluice gate structure and berm reinforcement, marine mattresses. Excavation and hauling of spoils to another site. Excavating the site, extensive TRS system with soil anchors. Earth levees and sloped embankments, Structural concrete with embedded controlled roller guides for gates by Rodney Hunt. Channel excavation, lining, and redirection. Mattress fabrication and installation. Duties were to maintain the dewatering system, three phases and record/submit daily. QCS. Turbidity monitoring and recording, all testing. Weekly meetings, QC submissions and site visits. Procurement, material submission, specification adherence, and progress payments, change orders, verification. Public relations. Safety adherence to the EM 385 1-1, alternate SSHO. Tool box meetings and safety classes.
- ▶ Project Manager, National Boiler/ Long Industries/ BE and K/FK Fab Group Estimator/
 - > Estimated and completely familiar with bidding process. Procured materials, built to project specifications and Client Relations. Lead Forman on pipe crews during shutdowns at various mills and power plants.

BERGERON
(A DIVISION OF BERGERON HOLDINGS)

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 2.

To: Mayor and Councilmembers

From: Brian O'Connor, C.P.M., Procurement Manager

Prepared By: Christina Semeraro, CPPB, Procurement Coordinator - Purchasing

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED CONTRACT WITH BERGERON EMERGENCY SERVICES, INC. FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES FROM RFP B-17-57 AND PROVIDING FOR AN EFFECTIVE DATE.**

Executive Summary: The Town is in need of vendors to provide disaster debris management and removal services. The Town of Davie selected Bergeron Emergency Services, Inc. in accordance with RFP B-17-57 for Disaster Debris Management and Removal Services. The Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services through resolution R-2017-248.

Key Points:

- These services are for disaster debris management and removal services in the event of a major emergency to include hurricanes and other disasters.
- The initial term of the contract will be for three years with the option to extend for two additional three-year periods.
- Any contract renewals will be handled administratively.

Previous Actions: Resolution No. 2017-248, Approval to negotiate an agreement

Concurrences:

Fiscal Impact:

Has request been budgeted? No

If yes expected cost:

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

Additional Comments The Town does not budget for these services since they are typically utilized after a declaration of an emergency. If these services are needed, staff would request a budget transfer/amendment (likely after the emergency has taken place and after a declaration has been approved).

Recommendation: Motion to approve**Strategic Goals This Item Supports:**

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Creating an Environment that is Conducive to Innovation, Creativity, and Collaboration, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
D ResoDEBRIS.doc	Resolution
D RFP B-17-57 Agreement.pdf	Agreement
D RFP B-17-57 Disaster Debris Management Removal Services.pdf	Exhibit A- RFP Document
D RFP B-17-57 Addendum No. 1.pdf	Exhibit A - Addendum #1
D RFP B-17-57 Addendum No. 2.pdf	Exhibit A - Addendum #2
D RFP B-17-57 Addendum No. 3.pdf	Exhibit A- Addendum #3

☐ [RFP B-17-57 Addendum No. 4.pdf](#)

☐ [BES-Davie B-17-57 reduced.pdf](#)

Exhibit A - Addendum #4

Exhibit B - Bergeron Response



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandra Luongo, General Services Manager
DATE: 9/13/2021
SUBJECT: Witt O'Brien Emergency Response Cooperative Agreement

Recommendation

It is recommended that Town Council approve the attached resolution approving the cooperative purchase agreement with Witt O'Brien's as a vendor to provide Disaster Debris Monitoring services and Financial Recovery Assistance for the Town of Southwest Ranches in the event of a disaster such as a hurricane.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

The Town of Davie competitively solicited proposals pursuant to RFP B-17-58 for Disaster Debris Monitoring Services and Financial Recovery Assistance and selected Witt O'Brien's, LLC. according to the requirements of RFP B-17-58.

The Town of Davie, pursuant Resolution R-2017-249 authorized the Town Administrator or his designee to negotiate an agreement for these services. The Davie Town Council accepted the agreement, B-17-58 with Witt O'Brien's on September 6, 2017.

The initial agreement term was for a period of five (5) years. The agreement may be extended for an additional five (5) year period upon mutual agreement of the parties

The Town of Southwest Ranches wishes to utilize this competitive procurement and the resulting Davie Agreement as an emergency/disaster services contract for the performance of the items set forth in the Davie agreement.

Fiscal Impact/Analysis

Witt O'Brien's, LLC shall assist the Town in completing all forms and follow all protocol necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway administration (FHA) or designated local agencies, relating to costs arising out of debris removal and disaster response/recovery services.

The Witt O'Brien's, LLC and the Town acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed following a disaster event. Additionally, the Town shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

The addendum rates have been adjusted to current market pricing and are equal to and correspond directly with the current Town of Davie contracted rates. This service shall be provided by vendors, as required, at no anticipated additional cost to the Town assuming full (100%) Federal and/or State reimbursement.

Staff Contact:

Sandra Luongo, General Services Manager
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Reso Witt Obrien 2021 - TA Approved	9/3/2021	Resolution
Exhibit A - Davie Witt O'Brien Agreement	8/27/2021	Exhibit
Exhibit B - SWR Witt OBrien Agreement	9/3/2021	Exhibit
Exhibit C - Witt O'Brien Proposal	8/27/2021	Exhibit

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PIGGYBACKING ONTO THE PROCURED AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA AND WITT O'BRIEN'S, LLC FOR DISASTER, DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE; WAIVING ANY AND ALL PROCURMENT CODE REQUIREMENTS 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 ¹ 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 piggybacking onto the procured Agreement between the Town of Davie and Witt O'Brien's, LLC, 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 ____ day of _____, 2021, on a motion by and

seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.246.01

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**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 15th 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 6th day of September, 2017.

Witt O'Brien's, LLC

By: [Signature]

(Signature)

Name: Greg Fenton

(Print)

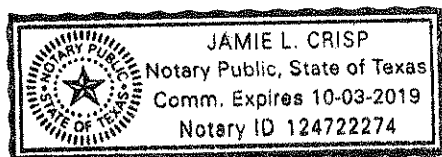
Title: COO

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

Agreement No. B-17-58

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.

Town of Davie
Disaster Debris Monitoring Services & Financial Recovery Assistance

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 Towns 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

**Town of Davie
Disaster Debris Monitoring Services & Financial Recovery Assistance**

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

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

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EXHIBIT B - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WITT O'BRIEN'S LLC

FOR

**DISASTER, DEBRIS MONITORING SERVICES AND
FINANCIAL RECOVERY ASSISTANCE**

**AGREEMENT FOR
DISASTER, DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY
ASSISTANCE**

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this _____ day of _____ 2021 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Witt O'Brien's LLC, a foreign limited liability company (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to obtain certain disaster debris monitoring services and financial recovery assistance; and

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 in accordance with the requirements of RFP B-17-58 and Florida law;

WHEREAS, the Town Council of Davie authorized the Town Administrator of Davie or his designee to negotiate an agreement for these services through Town of Davie resolution R-2017-249; and

WHEREAS, after review, the Town Council of Davie accepted the negotiated contract with Witt O'Brien's, LLC ("Davie Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

WHEREAS, the Town has adopted Resolution No. 2021- _____ at a public meeting of the Town Council approving this Agreement as a cooperative purchase to the Davie Agreement.

NOW THEREFORE, in consideration of the foregoing premises 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 Agreement, the Contractor agrees to perform the work set forth in Exhibit "A" and which is made a part hereof by this reference (hereinafter referred to as "Work"). This Agreement, as well as Exhibit "A" 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, this Agreement shall control, and further, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria. Contractor shall not proceed with any Work under this Agreement without a written Notice to Proceed setting forth the specific items of Work in Exhibit "A" that the Town desires Contractor to perform.

- 1.2 All Work rendered pursuant to this Agreement 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 Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

**“DISASTER, DEBRIS MONITORING SERVICES AND
FINANCIAL RECOVERY ASSISTANCE”**

- 2.2 Town shall have the ability to terminate this Agreement upon the terms set forth in Exhibit "A," and/or as set forth in Section 18 below.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$ _____ Dollars (“Contract Price”).
- 3.2 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 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 Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, 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 Town, ~~including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town’s receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.~~

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's ~~engineer/architect~~ will make a final inspection and provide a ~~punch~~ list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the ~~punch~~ list and remedy the deficiencies. 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 damaged requiring correction or replacement, (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 the 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 Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the 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: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Agreement.
- 6.2 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.
- 6.3 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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to 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 who 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 Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 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 **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against 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 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.
- 6.7 Contractor shall provide 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 Agreement and, at any time thereafter, upon request by Town.

- 6.8 Contractor's Insurance Policies shall be endorsed to provide 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:

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 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.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING 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 AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against 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.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 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 Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: 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 Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the 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 attorney’s fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the 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 Agreement, the Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

In addition to any other indemnification obligations Contractor may have to Town under the Contract Documents:

Contractor shall ensure that all services provided to Town under this Agreement shall comply with any and all applicable FEMA compliance requirements as indicated In the Stafford Act. and any and all applicable regulations, guidance documents and any additional Interpretations. In the event that FEMA or any governmental agency involved with the provision of Public Assistance to the Town as referenced in the Stafford Act and all related regulations, determines

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that Services provided by contractor under this, or any Agreement with Town and for which the Town provided payment to Contractor under this Agreement, did not comply with FEMA or any other governmental requirements, Contractor shall be directly liable for remuneration to Town for any and all amounts de-obligated by FEMA, Florida Department of Emergency Management or any either governmental body assigned with adulging and enforcing provisions of the Stafford Act.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, 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, 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 Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period 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 Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or 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 conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and

penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement 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 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement 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 14: No Third-Party Beneficiaries

This Agreement 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 Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

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

Section 16: 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 educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to 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 Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: 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 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, 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 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 the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall 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 Town. Upon being notified of 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 Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, 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, Town may terminate this Agreement 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 Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and 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 Agreement, 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 Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and 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 Agreement, 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 Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement 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 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 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 Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under

this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND 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 AGREEMENT.

Section 25: 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 26: Days

The terms “days” as referenced in this Agreement shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Agreement 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 Agreement prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Agreement 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 Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor’s fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to

the extent required or permitted by the agreement between the Town and its design professional for this Project, the design 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 the 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. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 31: 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 Town:

Town of Southwest Ranches
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:

Witt O'Brien's, LLC
Attention: Director of Contracts & Compliance
818 Town & Country Blvd., Suite 200 Houston, TX 77024
Phone: 281-606-4721
Alternate Phone: 202-207-2935
Email: contractrequests@wittobriens.com
with a copy to cjoiner@wittobriens.com

Legal Notices to:

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

Section 33: 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 Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein. Notwithstanding the foregoing, the Town acknowledges that in the course of its performance under the Agreement the Contractor may use products, materials and methodologies proprietary to the Contractor, and the Town agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the Parties.

B. Audit and Inspection Rights and Retention of Records. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement 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 Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- D. 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 Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against 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 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 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 Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. 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 Agreement 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 Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** 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 Agreement 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.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 34: Federal, State, or local grant

To the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions, including Florida Division of Emergency Management (Division) Hazard Mitigation Loss Program Grant.

A. 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.

B. 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 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

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

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2021.

WITNESSES:

CONTRACTOR: Witt O'Brien's LLC

By: _____
Jonathan Hoyes, Senior Managing Director
____ day of _____ 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2021

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney