

**AGREEMENT**

*between*

**THE CITY OF COCONUT CREEK**

*And*

Bergeron Emergency Services, Inc.

*for*

Emergency Debris Management Services  
RFP No. 04-19-17-10

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Bergeron Emergency Services, Inc., with offices located at 19612 SW 69<sup>th</sup> Place, Fort Lauderdale, FL 33332 (the "Vendor") to provide Emergency Debris Management Services pursuant to RFP No. 04-19-17-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract of RFP No. 04-19-17-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**3) Contract Price**

The Agreement shall be performed pursuant to RFP No. 04-19-17-10. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

**4) Contract Term**

The initial Agreement period shall be for four (4) years.

**5) Contract Extension**

The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City in writing. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7) Independent Contractor**

Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

**8) Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**9) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

VENDOR

Ronald M. Bergeron, Jr.  
Bergeron Emergency Services, Inc.  
19612 SW 69<sup>th</sup> Place  
Fort Lauderdale, FL 33332  
Phone: 954-680-6100 ext. 223  
Fax: 866-757-7656  
Email: [jOtilige@bergeroninc.com](mailto:jOtilige@bergeroninc.com)

**10) Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**11) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17<sup>th</sup> Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

**12) Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

**13) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**14) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Bergeron Emergency Services, Inc., signing by and through Ronald M. Bergeron, Jr., President, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Mary C. Blasi, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

**VENDOR**

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner      Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

## Emergency Debris Management

### Attachment "A" Schedule of Proposal Prices

<b>SECTION 1</b>	<b>HEAVY EQUIPMENT</b>	<b>UOM</b>	<b>QTY</b>	<b>AMOUNT</b>
1.1	Skid Steer Loader, Bobcat	HR	1	\$ 105.00
1.2	Backhoe, Cat 416	HR	1	\$ 140.00
1.3	Wheel Loaders, Cat 950	HR	1	\$ 150.00
1.4	Wheel Loaders, Cat 966	HR	1	\$ 165.00
1.5	Wheel Loaders, Cat 980	HR	1	\$ 175.00
1.6	Tracked Loader, Cat 955	HR	1	\$ 195.00
1.7	Towed Loader w/Tractor	HR	1	\$ 175.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	HR	1	\$ 150.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	HR	1	\$ 175.00
1.10	Dozer, Cat D4	HR	1	\$ 140.00
1.11	Dozer, Cat D5	HR	1	\$ 145.00
1.12	Dozer, Cat D6	HR	1	\$ 160.00
1.13	Dozer, Cat D7	HR	1	\$ 175.00
1.14	Dozer, Cat D8	HR	1	\$ 195.00
1.15	Excavators, Cat 320	HR	1	\$ 135.00
1.16	Excavators, Cat 325	HR	1	\$ 150.00
1.17	Excavators, Cat 330	HR	1	\$ 180.00
1.18	Tractor w/Box Blade, 80 HP	HR	1	\$ 95.00
1.19	Motor Grader, Cat 120G	HR	1	\$ 135.00
1.20	Crane, 30 TON	HR	1	\$ 175.00
1.21	Bucket Truck, Up to 50' Reach	HR	1	\$ 200.00
1.22	Bucket Truck, 50' to 75' Reach	HR	1	\$ 250.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	HR	1	\$ 275.00
1.24	Mechanized Broom	HR	1	\$ 80.00
1.25	Street Sweeper	HR	1	\$ 85.00
1.26	Water Truck, 2000 Gallon	HR	1	\$ 90.00
1.27	Stump Grinder, Vermeer 252	HR	1	\$ 90.00
1.28	Chipper w/2 Man Crew, Morbark Storm	HR	1	\$ 175.00
1.29	12-Foot Tub Grinder, Morbark 1200	HR	1	\$ 500.00
1.30	13-Foot Tub Grinder, Morbark 1300	HR	1	\$ 550.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	HR	1	\$ 595.00
1.32	Equipment Transport w/ Tractor, 50 Ton	HR	1	\$ 110.00
1.33	Truck Mounted Winch, Tow Truck	HR	1	\$ 85.00
<b>SECTION 2</b>	<b>HAUL VEHICLES</b>	<b>UOM</b>	<b>QTY</b>	<b>AMOUNT</b>
2.1	Dump Truck, 10 to 15 CY	HR	1	\$ 55.00
2.2	Dump Truck, 16 to 20 CY	HR	1	\$ 70.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	HR	1	\$ 95.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	HR	1	\$ 135.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	HR	1	\$ 175.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	HR	1	\$ 200.00
2.7	Walking Floor Trailer w/Tractor	HR	1	\$ 225.00
<b>SECTION 3</b>	<b>TRANSPORTATION VEHICLES</b>	<b>UOM</b>	<b>QTY</b>	<b>AMOUNT</b>
3.1	Pickup Truck, 1/2 Ton	DAY	1	\$ 50.00
3.2	Pickup Truck, 3/4 Ton	DAY	1	\$ 60.00

3.3	Pickup Truck, 1 Ton	DAY	1	\$	75.00
3.4	Box Truck, 3/4 Ton	DAY	1	\$	90.00
3.5	Utility Van, 3/4 Ton	DAY	1	\$	90.00
3.6	Passenger Van, 9 Passenger	DAY	1	\$	75.00
3.7	Passenger Car, Full Size	DAY	1	\$	40.00
<b>SECTION 4</b>	<b>PERSONNEL</b>	<b>UOM</b>	<b>QTY</b>		<b>AMOUNT</b>
4.1	Superintendent w/Pickup Truck	HR	1	\$	90.00
4.2	Supervisor w/Pickup Truck	HR	1	\$	75.00
4.3	Safety or QC Manager w/Pickup Truck	HR	1	\$	95.00
4.4	Mechanic w/Truck and Tools	HR	1	\$	85.00
4.5	Climber w/Gear	HR	1	\$	90.00
4.6	Operator w/Chainsaw	HR	1	\$	39.00
4.7	Laborer w/Tools	HR	1	\$	35.00
4.8	Traffic Control Personnel	HR	1	\$	35.00
4.9	Ticket Writers	HR	1	\$	30.00
4.10	Clerical	HR	1	\$	45.00
4.11	Administrative Assistant	HR	1	\$	50.00
<b>SECTION 5</b>	<b>ALL INCLUSIVE SERVICES</b>	<b>UOM</b>	<b>QTY</b>		<b>AMOUNT</b>
5.1	Vegetative debris - Right of Way / Public Property	CY	1	\$	8.25
5.2	Tree debris - Hangers, leaners and stumps	CY	1	\$	26.50
5.3	Construction and demolition debris, including white goods	CY	1	\$	19.00
<b>SECTION 6</b>	<b>OPTIONAL SERVICES</b>	<b>UOM</b>	<b>QTY</b>		<b>AMOUNT</b>
6.1	Debris removal from lakes and canals	CY	1	\$	27.50
6.2	Restoration of canal banks and slopes	LF	1	\$	19.00
6.3	Removal of motor vehicles including towing, processing and disposal	EA	1	\$	1,500.00
6.4	Removal of boats including towing, processing, and disposal	LF	1	\$	225.00
6.5	Hazardous Waste and contaminated debris removal and disposal	CY	1	\$	55.00
6.6	Provision of emergency potable water	GAL	1	\$	5.00
6.7	Provision of emergency ice	LB	1	\$	3.00
6.8	Temporary bathrooms/port-o-lets	UNIT	1	\$	525.00
6.9	Provision of temporary satellite phone	EA	1	\$	500.00
6.10	Provisions of emergency generators - 25kw to 50kw	EA	1	\$	3,600.00
6.11	Provisions of emergency generators - 50kw to 100kw	EA	1	\$	4,200.00
6.12	Provisions of emergency generators - 100kw to 150kw	EA	1	\$	4,800.00
6.13	Provisions of emergency generators - 250kw	EA	1	\$	6,000.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	CY	1	\$	27.50