

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
DRC EMERGENCY SERVICES, LLC (Primary)
for
EMERGENCY DEBRIS MANAGEMENT SERVICES

RFP No. 04-16-25-11

THIS AGREEMENT is made and entered into this ___ day of _____, 2025 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 DRC Emergency Services, LLC, with principal offices located at 111 Veterans Boulevard, Suite 1420, Metairie, LA 70005 (the "Vendor") to provide Emergency Debris Management Services pursuant to RFP No. 04-16-25-11.

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. 04-16-25-11 (the "RFP") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

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.
- c) Vendor shall provide the City with seventy-two (72) hours written notice 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. 04-16-25-11. Pricing shall be as per Attachment "A" Schedule of Prices.

4) Contract Term

The initial Agreement shall be from June 13, 2025 through January 31, 2029.

5) Contract Extension

This Agreement may be extended for three (3) additional one (1) year terms. Any extension will have all the same terms, conditions, and specifications as stated herein, providing both parties agree to the extension; 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) 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 without any penalty due to lack of funding.

7) Remedies

a) Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b) Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

8) 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.

9) Non-Exclusive Agreement

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Vendor: Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

The Contractor shall provide evidence of insurance as provided in the RFP.

12) 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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

Kristy Fuentes, Vice President
DRC Emergency Services, LLC
111 Veterans Blvd., Suite 1420
Metairie, LA 70005
Phone: 504-482-2848 x48228
Email: lgarcia@drcusa.com

13) 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.

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.

15) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable

attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

16) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

17) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

18) Human Trafficking

When an agreement is executed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

DRC Emergency Services, LLC does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kristy Fuentes

Title: Vice President, Treasurer, Secretary

Signature:  Date: 5/27/25

19) Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

20) Signatory Authority

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

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 DRC Emergency Services, LLC, Vendor, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

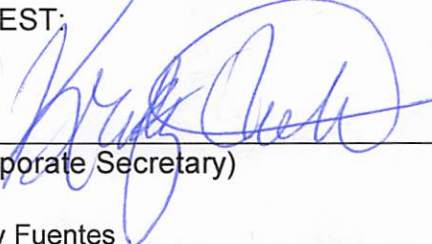
Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

CONTRACTOR

ATTEST:



(Corporate Secretary)

Kristy Fuentes
Vice President, Treasurer, Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

DRC Emergency Services, LLC



Signature of President/Owner

5/22/25

Date

John Sullivan - President

Type name of President /Owner

CORPORATE ACKNOWLEDGEMENT

STATE OF Louisiana :

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2025, by Kristy Fuentes as Vice President, Treasurer, Secretary for DRC Emergency Services, LLC.



Signature of Notary Public
State of Louisiana at Large

Cary Des Roches

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.

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

EXHIBIT "A"**CITY OF COCONUT CREEK
EMERGENCY DEBRIS MANAGEMENT SERVICES
RFP NO. 04-16-25-11
SCHEDULE OF PRICES**

Line	Description	QTY	UOM	DRC Emergency Services, LLC
1	Heavy Equipment			
1.1	Skid Steer Loader, Bobcat	1	HR	\$ 135.00
1.2	Backhoe, Cat 416	1	HR	\$ 165.00
1.3	Wheel Loaders, Cat 950	1	HR	\$ 175.00
1.4	Wheel Loaders, Cat 966	1	HR	\$ 185.00
1.5	Wheel Loaders, Cat 980	1	HR	\$ 195.00
1.6	Tracked Loader, Cat 955	1	HR	\$ 175.00
1.7	Towed Loader w/Tractor	1	HR	\$ 225.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$ 245.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$ 250.00
1.10	Dozer, Cat D4	1	HR	\$ 150.00
1.11	Dozer, Cat D5	1	HR	\$ 160.00
1.12	Dozer, Cat D6	1	HR	\$ 175.00
1.13	Dozer, Cat D7	1	HR	\$ 180.00
1.14	Dozer, Cat D8	1	HR	\$ 185.00
1.15	Excavators, Cat 320	1	HR	\$ 170.00
1.16	Excavators, Cat 325	1	HR	\$ 180.00
1.17	Excavators, Cat 330	1	HR	\$ 185.00
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$ 65.00
1.19	Motor Grader, Cat 120G	1	HR	\$ 110.00
1.20	Crane, 30 TON	1	HR	\$ 225.00
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$ 195.00
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$ 245.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$ 100.00

1.24	Mechanized Broom	1	HR	\$	100.00
1.25	Street Sweeper	1	HR	\$	100.00
1.26	Water Truck, 2000 Gallon	1	HR	\$	150.00
1.27	Stump Grinder, Vermeer 252	1	HR	\$	125.00
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$	350.00
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$	195.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$	225.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$	250.00
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$	150.00
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$	100.00
2	Haul Vehicles				
2.1	Dump Truck, 10 to 15 CY	1	HR	\$	75.00
2.2	Dump Truck, 16 to 20 CY	1	HR	\$	85.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$	90.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$	100.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$	110.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$	120.00
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$	110.00
3	Transportation Vehicles				
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$	400.00
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$	400.00
3.3	Pickup Truck, 1 Ton	1	DAY	\$	500.00
3.4	Box Truck, 3/4 Ton	1	DAY	\$	900.00
3.5	Utility Van, 3/4 Ton	1	DAY	\$	650.00
3.6	Passenger Van, 9 Passenger	1	DAY	\$	650.00
3.7	Passenger Car, Full Size	1	DAY	\$	400.00
4	Personnel				
4.1	Superintendent w/Pickup Truck	1	HR	\$	75.00
4.2	Supervisor w/Pickup Truck	1	HR	\$	75.00

4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$ 90.00
4.4	Mechanic w/Truck and Tools	1	HR	\$ 90.00
4.5	Climber w/Gear	1	HR	\$ 95.00
4.6	Operator w/Chainsaw	1	HR	\$ 65.00
4.7	Laborer w/Tools	1	HR	\$ 65.00
4.8	Traffic Control Personnel	1	HR	\$ 60.00
4.9	Ticket Writers	1	HR	\$ 30.00
4.10	Clerical	1	HR	\$ 30.00
4.11	Administrative Assistant	1	HR	\$ 30.00
5	All-Inclusive Services			
5.1	Vegetative debris - Right of Way / Public Property	1	Cubic Yard	\$ 17.22
5.2	Tree Debris: Hangers	1	EA	\$ 125.00
5.3	Tree Debris: Leaners	1	EA	\$ 395.00
5.4	Tree Debris: Stumps	1	EA	\$ 395.00
5.5	Construction and demolition debris, including white goods	1	CY	\$ 15.78
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site)	1	CY/Per Ton	No Response
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site)	1	CY/Per Ton	No Response
6	Optional Services			
6.1	Debris removal from lakes and canals	1	CY	\$ 118.00
6.2	Restoration of canal banks and slopes	1	LF	\$ 82.50
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$ 350.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$ 140.00
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$ 150.00
6.6	Provision of emergency potable water	1	GL	\$ 5.00
6.7	Provision of emergency ice	1	LB	\$ 1.25
6.8	Temporary bathrooms/port-o-lets	1	Unit	\$ 1,000.00

6.9	Provision of temporary satellite phone	1	EA	\$ 150.00
6.10	Provisions of emergency generators - 25kw to 50kw	1	EA	\$ 500.00
6.11	Provisions of emergency generators - 50kw to 100kw	1	EA	\$ 850.00
6.12	Provisions of emergency generators - 100kw to 150kw	1	EA	\$ 1,750.00
6.13	Provisions of emergency generators - 250kw	1	EA	\$ 2,995.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$ 68.50