

AGREEMENT FOR POST DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT is made and entered into this 18th day of June, 2025 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, (the “Village”), 9401 Corkscrew Palms Circle, Estero, FL 33928, and Rostan Solutions, LLC., a Florida Limited Liability Company, (the “Contractor”), with offices at 3433 Lithia Pinecrest Road, Ste. 287, Valrico, FL 33596, collectively referred to as the “Parties.”

WHEREAS, as a Florida municipal government situated in a region of the Country subject to intense weather events including hurricanes, the Village has identified the necessity to secure the advanced availability of disaster debris monitoring services in the event of a natural disaster which results in substantial debris creation and collection and resulting reimbursement requests from FEMA or other available disaster recovery funds which require disaster debris monitoring and verification; and

WHEREAS, on April 25th 2025, and pursuant to § 2-174(a)(3), the Village issued Request for Proposals 101225 (the RFP) seeking proposals from qualified providers of disaster debris monitoring services; and

WHEREAS, subsequent to the RFP’s closing date of May 28th 2025, the Village received and evaluated responses to the RFP; and

WHEREAS, the Village staff’s evaluation of the responses to the RFP found that the Contractor was responsible, that its Proposal was the responsive, and that Contractor was the top ranked firm with which the Village desired to negotiate a contract; and

WHEREAS, the Parties subsequently negotiated, and the Contractor has accepted the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Contractor shall provide the services as outlined in **Attachment “A”**, hereinafter referred to as the “**Scope of Services.**” This Agreement shall consist of the following Contract Documents:

- This Agreement
- Any Addenda to the RFP
- The RFP (inclusive of all subparts and attachments)
- The Contractor’s Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment “B”**, hereinafter referred to as “**Compensation & Payments.**”

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment “A.”** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Contractor, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Contractor’s duty to the Village set forth herein and the Contractor’s duty to any other person or entity.

ARTICLE 4: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the close of business, **June 18th 2026**. The Agreement may thereafter be renewed by the Village for up to three (3) one-year terms. These renewals shall be automatic unless the Village provides written notice to the Contractor of its intent not to renew, which notice will be provided no later than April 1st of a current Term.

ARTICLE 5: TERMINATION. This Agreement may be terminated mid-Term by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village: Village of Estero
Attn: Village Manager

If to Contractor: Rostan Solutions, LLC
Attn: Darius Stankunas, President

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village’s custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Village.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Contractor fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and

regulations. Given the nature of this Agreement, this expressly includes all regulations from FEMA related to disaster recovery procurement and debris removal and monitoring record keeping and billing. Additionally, Contractor shall comply with Chapter 62-709 Yard Trash Processing Facilities of the Florida Administrative Code, and all other applicable Florida Department of Environmental Protection regulations. The Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status. Pursuant to Florida Statutes § 787.06(13), Contractor must, prior to performing any of the Services for the Village, provide the Village an affidavit under penalty of perjury attesting that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers

Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

- d. Pollution Liability- Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

- The required minimum limit of liability shown in a. or b. may be provided in the form of Excess Insurance or Commercial Umbrella Policies. In which case, a Following Form Endorsement will be required on the Excess Insurance Policy or Commercial Umbrella Policy.

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Contractor's experienced staff assigned to perform the work no longer work for Contractor, or Contractor ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Contractor.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor

enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: HUMAN TRAFFICKING AFFIDAVIT. The Contractor shall provide the Village with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Village's procurement staff.

ARTICLE 10: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 11: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 12: LIQUIDATED DAMAGES. If the Contractor fails to respond and begin delivering the services outlined in **Attachment “A”** on the date required by the Village, and to continue to provide such services throughout the period of the disaster, and as otherwise required by the Contract Documents, the Village shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$10,000.00 per calendar day, commencing on the first day following Contractor’s failure to begin or maintain performance of the services and continuing until the Contractor begins or resumes providing such services. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of Contractor’s failure to perform and Village’s need to seek alternative remedies to mitigate such lack of performance to ensure it will remain eligible for debris removal reimbursements. The Village may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Village at the demand of the Village, together with statutory interest from the date of the demand at the maximum allowable rate.

ARTICLE 13: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 14: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

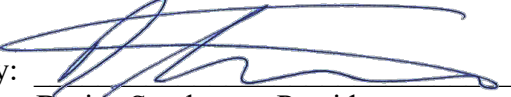
ARTICLE 15: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 16: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 17: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party’s representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

Rostan Solutions, LLC

By: 
Darius Stankunas, President

Village of Estero

By: _____
Steve Sarkozy, Village Manager

Scope of Services

The Contractor shall provide Disaster Debris Monitoring Services as provided for herein. Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations. All work under this Agreement shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200, as applicable. Services are divided into pre and post-event tasks. Specific tasks shall be assigned as needed by the Village representative. The following are examples of the types of tasks that may be included in performance of this contract. Pre-event tasks include providing assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems. Post-event tasks include providing debris collection monitoring of storm debris cleanup activities being performed by one or more collection contractors or municipal agencies.

Services are divided into pre and post-event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of The Village of Estero and are based on event severity and the Village's need for services; not all tasks will be assigned for all events.

Pre-Event

Overview: The Contractor provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

Pre-Event Tasks

Within 30 days of contract execution and annually thereafter before June 1st, the contractor will:

- Provide for Village approval a detailed debris monitoring training program, including dates of completion for each full-time employee. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All temporary personnel supplied to the Village under this agreement must be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Village of Estero disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

Task 2 Workshops:

Participate in pre-hurricane workshops and/or planning meetings with the Village, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season.

Task 3 Training:

Conduct 1–2-day training on debris monitoring for Village and municipal agencies.

Post-Event

Overview: As a result of hurricane or other disaster, the Contractor provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies. Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas. Contractor shall supply supervisors as directed by the Village to oversee crew leaders. The Village, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required. Contractor shall supply an initial work force of up to 24 monitors, as directed by the Village, within 24 hours of notification to proceed. Contractor shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. Crew leader will act as contact and be responsible for time sheets, assist Village representative with scheduling of monitors and coordination of ticketing and load verifications. Contractor shall remove any of its employees from Village's service, immediately upon notice from contract administrator or representative. Contractor shall replace any dismissed employees within 24 hours of the Village's notice. Contractor's employees shall not present themselves as Village of Estero employees and shall not direct or quote policy to the customers. Information on collection schedules or operations shall be referred to Village of Estero staff. Where the Automated Debris Management System (ADMS) is used, the Contractor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to ensure that there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's data base or easily exported to Excel for reconciliation.

Post Event Tasks:

Task 1 Debris Estimations:

At the direction of the Village, the contractor shall review Village debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

Task 2 Collection Vehicle Certification:

As directed by the Village the contractor shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated “certification site(s)”.
- Measure collection vehicle capacity using FEMA approved method.
- Calculations shall include all “deductions” for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a “deduct” at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form.
- All other required fields on the vehicle certification forms must be legibly completed.
- Paper certification forms must be, at a minimum, completed in triplicate with the original copy maintained as record and provided to the Village, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification “placard” decal for collection vehicles and apply as to be visible from the driver’s side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to the Village, and made available for inspection and review as needed.
- Certifications shall be maintained in a database with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to the Village and the debris collection contractor at a minimum daily when new certifications are added.
- Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by the Village and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring and management activities, e.g. available to view at collection and disposal sites.

Task 3 Collection Monitoring:

As directed by the Village the contractor shall perform work area inspections of storm debris collection – Work Areas are as directed by the Village Representative. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities in accordance with all

FEMA and other Federal, State, and local debris management and collection rules, eligibility criteria, and guidelines.

- Issue and maintain a record of accurately detailed load tickets, in the field, for each loaded debris removal vehicle.
- “Tickets” must include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, certified collection vehicle number, and the type and quantity of debris collected. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.
- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to the Village.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas and identify larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervision as discovered.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. FEMA stump removal or other special debris forms may be required to be completed by the contractor prior to scheduling collection. Items shall not be collected until authorized by the Village representative.
- Identify potential collection issues and maintain a location list of these areas for review by the Village and its debris management contractor as needed, but at a minimum, by the close of each day.
- Maintain a record or maps of the streets in which debris was previously collected for disposal. Maintain a complete record of all collection “passes” and provide to the Village or its debris management contractor as requested.
- Perform other duties as directed by debris management operational office or designated Village personnel.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the Village representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a Village staff member supervising the associated work area. Equivalent auditable electronic time keeping methods may be approved by the Village prior to use.

- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.
- Contractor shall provide a sufficient amount of “spare” ADMS units to ensure that there are no upsets to the operations.

Task 4 Monitor Temporary Debris Management Sites (TDMS):

As directed by the Village, contractor shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log or database at each TDMS.
- Verify each collection vehicle, delivering debris to the TDMS. The certified placard information and the provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on placard.
- Confirm that collection vehicles are properly tarped when arriving at the TDMS.
- If directed by the Village, photograph each loaded vehicle bed and attach photograph to vehicle’s load manifest/ticket or link with digital photographic records, as applicable.
- Review truck’s manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Sign or electronically sign inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.
- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to Village representative.
- Remain in contact with the central dispatch/staging operation command center. Notify Village supervision immediately of any issues or potential issues.
- Perform other duties as directed by Village representative, e.g. conduct routine and final inspections and issue closeout reports.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the Village representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a Village staff member supervising the associated area. Equivalent auditable electronic time keeping methods may be approved by the Village prior to use.
- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

Task 5 Data Management:

As directed by the Village, the contractor shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to the Village representative or Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain an ADMS linking load ticket and TDMS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for Village and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- Provide ADMS data daily, weekly, or as requested to Village and its debris management contractor.

Task 6 Other Technical/Administrative Assistance:

At the direction of the Village, the contractor shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
- Traffic management
- TDMS review
- Baseline assessment
- Private property identification/negotiations
- Contractor management and/or FEMA negotiations

PERFORMANCE OF SERVICES

Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of this Agreement or meeting the approval of the Village may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Village.

Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

Matters Related to Performance:

Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Agreement and that the work of their subcontractors is subject to said provisions. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Village. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Village. While the Contractor is authorized to retain and utilize one or more subcontractors pursuant to this Agreement, Contractor must include a clause in each of its subcontracts that the subcontractor is not authorized to sub-subcontract or re-subcontract. Contractor shall ensure that no work performed under this Agreement is performed by an entity other than Contractor, or a subcontractor under a direct contract with Contractor.

STANDARDS OF PERFORMANCE

Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to Village's designated Agreement representative within 24 hours following notification by the Village. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with Village Agreement representative. The Contractor shall also provide reports on debris removal operational progress as requested.

Time to Complete:

Contractor shall use all efforts to complete all work directed under this Agreement as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the Village. The Village will direct the scope and nature of the work to be performed once the extent of damage has been determined.

GENERAL RESPONSIBILITIES

Village Obligations:

Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by Village to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a written Notice to Proceed. Village will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist Village with the development of debris management PSAs, if so requested.

Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a Village representative at times, places, and by means as directed by the Village.

Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by Village's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

Damages by Contractor:

The Contractor shall be responsible for conducting all operations in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the Village; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the Village may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. Village shall make the determination of whether "negligence" has occurred.

Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

ADDITIONAL PROJECT TERMS AND CONDITIONS

Geographic Assignment:

The geographic boundary for work by Contractor's monitors shall be only as directed by the Village and will be limited to properties located within the Village's jurisdictional boundaries.

Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by the Village and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

Other Agencies:

The term "government" as used in this Agreement refers to those governmental agencies, which may have a regulatory or funding interest in this Agreement.

Compensation and Payments

PAYMENTS TO CONTRACTOR SHALL BE AS FOLLOWS:

				Rostan Solutions, LLC	
				Total Price	\$277.00
Line #	Description	QTY	UOM	Unit	Extended
2	Project Manager per hour rate	1	Per Hour	\$85.00	\$85.00
3	Operations Manager/Field Coordinator per hour rate	1	Per Hour	\$75.00	\$75.00
4	Debris Monitor/Field Staging Crew per hour rate	1	Per Hour	\$37.00	\$37.00
5	Supervisors per hour rate	1	Per Hour	\$50.00	\$50.00
6	Data Entry/GIS Operators per hour rate	1	Per Hour	\$30.00	\$30.00

ALL LABOR RATES ARE TO BE FULLY BURDENED TO INCLUDE BUT NOT LIMITED TO, OVERTIME, ALL TAXES, BENEFITS, HANDLING CHARGES, OVERHEAD AND PROFITS; PER DIEM AND FUEL IS TO BE INCLUDED IN HOURLY LABOR RATES. LABOR RATES INCLUDE ALL EQUIPMENT, TOOLS, AND SUPPLIES NECESSARY FOR THE EMPLOYEE TO PERFORM THE TASKS ASSIGNED. LABOR RATES INCLUDE ALL COSTS ASSOCIATED WITH THE USE, CARE, AND DATA MANAGEMENT OF THE APPROVED ADMS.

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Contractor shall submit invoices for payment in electronic form to: accountspayable@estero-fl.gov. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task.

The Village Public Works Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.