



CONTRACT

THIS CONTRACT, made and entered into this ____ day of October, 2018, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and Rostan Solutions, LLC, 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Request for Proposal (RFP) 2018-018 document in its entirety, CONTRACTOR'S executed RFP Proposal Form, Offeror's Certification Form, Non-Collusive Affidavit, CONTRACTOR'S response and submissions of all forms and clarifications related to RFP 2018-018, all addenda and acknowledgements, which are made a part of this contract, and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

RFP NO. 2018-018

DISASTER DEBRIS MONITORING SERVICES

- a. CONTRACTOR shall provide the required pre-event, post-event and other necessary debris monitoring services as needed by the CITY as a result of a hurricane or other disaster as required.
- b. CITY reserves the right to call in additional contractors as it deems necessary depending on the scope and scale of any given disaster.
- c. CITY reserves the right to use its own personnel to perform disaster debris monitoring services in lieu of calling upon the CONTRACTOR to perform such services depending on the scope and scale of any given disaster.
- d. CITY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR. CONTRACTOR may terminate this contract upon ninety (90) days written notice to the CITY.
- e. The contract period shall be for five (5) years with the option to renew the contract for one (1) additional five (5) year period.
- f. CONTRACTOR will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. CITY will not be responsible for monitoring CONTRACTOR'S compliance with any laws or regulations.
- g. CONTRACTOR and all assigned key professional staff shall maintain all licenses, certifications and credentials required to practice in the State of Florida and Broward County.
- h. CONTRACTOR agrees to accept and utilize the load tickets from either of the

CITY'S three disaster debris management services contractors.

- i. CONTRACTOR is responsible for creating, recording and producing upon the CITY'S request, reports on each load of debris hauled and troubleshooting any problems arising in the work area that may impact the CITY'S eligibility for cost reimbursement.

ARTICLE 3

CONTRACT TIME

THIS CONTRACT SHALL BE A STANDBY/PRE-EVENT CONTRACT. The work to be performed under this Contract shall be commenced upon activation by CITY as specified in any subsequent Notice(s) to Proceed. The contract period shall be five (5) years from the date of award by CITY with the option to renew the contract for one (1) additional five (5) year period. The option for renewal will only be exercised upon mutual written agreement.

ARTICLE 4

RATES

1. The CONTRACTOR shall invoice for payment for work completed. Payment shall be made based upon submitted hourly rates for providing all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the required services in accordance with RFP 2018-018.

POSITIONS	HOURLY RATES
Field Supervisor	\$ <u>44.00</u>
Debris Site/Tower Monitors	\$ <u>35.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.00</u>
Project Manager	\$ <u>82.00</u>
Operations Manager	\$ <u>70.00</u>
FEMA Coordinator	\$ <u>130.00</u>
Scheduler/Expeditors	\$ <u>40.00</u>
GIS Analyst	\$ <u>65.00</u>
Environmental Specialist	\$ <u>70.00</u>
Project Inspector (Citizen Site Monitors)	\$ <u>30.00</u>

Load Ticket Date Entry Clerks (QA / QC)	\$ <u>*0.00</u>
Billing / Invoice Analysts	\$ <u>50.00</u>
Administrative Assistants	\$ <u>28.00</u>

**(ADMS utilization discounts the need for this role)*

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position

POSITIONS	HOURLY RATES
Data Manager	\$ <u>70.00</u>

Unit prices shall remain firm for the contract period and may be adjusted upon request by the contractor(s) at the time of renewal, by an amount that is equal to the percentage change in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for all urban consumers in the Miami-Fort Lauderdale area, during the most recent twelve consecutive month period from June of the previous year.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 45 calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

- d. Damage to the CITY or to another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum for any activated event, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by

CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
6. **CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
7. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - A. Keep and maintain public records required by the City of Margate to perform the service.
 - B. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
 - D. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor

transfers all public records to the City of Margate 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 City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

E. 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:

Telephone number:

(954) 954-972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

8. **Scrutinized Companies.** In accordance with section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:
- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - b. One million dollars or more, if, at the time of bidding on, submitting a

proposal for, or entering into or renewing such contract, the company:

- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.73, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.
 - c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
9. **Indemnification.** Contractor will indemnify and defend the City's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnatee resulting from any negligent act, error or omissions, or willful misconduct of the Contractor under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the City or claims that fall under Workers Compensation Coverage.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Samuel A. May, City Manager

____ day of _____, 2018

____ day of _____, 2018

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

James A. Cherof, City Attorney

____ day of _____, 2018

____ day of _____, 2018


FOR CONTRACTOR

FOR CORPORATION:


President

26 day of September, 2018

(CORPORATE SEAL)


Secretary

26 day of September, 2018

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE
PROPOSED DISASTER DEBRIS MONITORING SERVICES**