# ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND ROSTAN SOLUTIONS, LLC., FOR DISASTER DEBRIS MONITORING, NO. 14225

This Agreement (referred as an "Addendum" or "Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and ROSTAN SOLUTIONS LLC, a Florida limited liability company, authorized to do business in the State of Florida ("Contractor" or "Vendor"), who are collectively referred to as the "Parties".

#### WITNESSETH:

WHEREAS, the County desires to contract with a vendor to provide Disaster Debris Monitoring Services; and

WHEREAS, the Alachua County Procurement Code defines 'piggyback' as a form of intergovernmental cooperative purchasing where an entity extends the pricing and terms of a contract entered into by another entity, with some negotiation to terms not altering the scope; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state or municipal or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor currently provides Disaster Debris Monitoring Services for the City of Gainesville (the "City") following a competitive procurement process completed by the City (Request for Proposal (RFP) PWWM180069-DH), a copy of which is incorporated herein and attached hereto as Exhibit 1 (the "City Agreement"); and

**WHEREAS**, such solicitation, and resulting City Agreement, allows for purchases to be made by other governmental agencies within the State of Florida, provided purchases as governed by the same terms and conditions as the solicitation; and

**WHEREAS**, the Contractor is willing and agrees to provide Disaster Debris Monitoring services to the County, and agrees to extend to the County the same pricing, terms and conditions of the City Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the City Agreement, except as modified herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

- 1. **Recitals.** The recitals set forth above are correct and are incorporated into this Addendum Agreement.
- 2. Scope of Services. Pursuant to this Agreement, the Contractor agrees to provide the County with disaster management, recovery, and consulting services to support the oversight of debris removal contractors. Contractors shall supervise, monitor, and document, in accordance with the most current FEMA guidelines, the collection, temporary staging and final disposal of debris generated by any type of disaster. Other services that may be required will include damage assessment, training, emergency planning, infrastructure restoration and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services. Overall Services are those commonly required for Disaster Debris Monitoring Services and related services referenced in the CITY Agreement, attached hereto as Exhibit 1.

- 3. The Parties agree to be bound by the Terms and Conditions and Pricing of the CITY Agreement, attached hereto, except as modified in this Paragraph 5 of this Addendum below. In the event of conflict between the provisions in Paragraph 4 below and the terms and conditions of the CITY Agreement, the provisions of this Addendum Agreement will prevail. Failure to physically attach in Exhibit 1 the CITY Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Services will be read in the following order of precedence: (a) this Addendum Agreement, (b) the CITY Agreement, (c) any Work Order(s) issued by the County.
- 4. <u>Term</u>. This Agreement is effective upon execution by both Parties ("effective date") and continues through the term of the CITY Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the CITY Agreement and its renewal periods.
- 5. <u>Addendum</u>. The Parties agree to be bound by the terms and conditions of the CITY Agreement, with respect to the County's purchase of or request for Services from the Contractor during the term of this Addendum, except for as modified or added below:
  - A. <u>References</u>. For the purposes of this Agreement, references in the CITY Agreement to the City of Gainesville any of its divisions, departments, agencies or employees will be read to reference to Alachua County Florida or its divisions, departments, offices, or employees.
  - B. Authorization for Services.
    - 1) In regard to the project order system provided in the CITY Agreement, the County and Contractor agree the order of events for Services by the Contractor for the County will follow Paragraph 4, titled Notice to Proceed, of the City Agreement. A sample County Work Order and Amendment to Work Order are attached as **Exhibit 2** and **Exhibit 2A**.
    - 2) The County makes no covenant or promise as to the amount or number of Services or projects to be requested of Contractor under this Addendum, or that Contractor will perform any Services or projects for the County during the term of this Addendum. The Parties acknowledge that there is nothing in this Addendum that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services on its own.
  - C. Pricing and Invoicing Procedures.
    - Pricing for the Services timely and completed by the Contractor for the County will be an Annually Not to Exceed amount of \$1,000,000.00, based on the prices listed in the CITY Agreement, a copy of which is attached hereto as **Exhibit 3** and incorporated herein.
    - As a condition precedent for any payment, Contractor must submit invoices to the County 2) requesting payment for Services properly rendered and expenses due during the preceding 30 days, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [and time expended, if billed by hour], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices

- to the County at the address listed in the notice section below. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Services to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.
- D. <u>Insurance</u>: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A"**.
- E. Indemnification: THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR'S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of \$768.28, Florida Statutes, as may be amended.

- F. <u>Public Records:</u> In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 1) Keep and maintain public records required by the County to perform the Services.
  - 2) Upon request from the County's custodian of public records, provide the County 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 Florida law or as otherwise provided by law.
  - 3) 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 the Agreement if Contractor does not transfer the records to the County.
  - 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE **COUNTY'S PUBLIC** RECORDS **CUSTODIAN** AT publicrecordsrequest@alachuacounty.us OR (352) 384-3132 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

#### G. Termination.

1) This Agreement may be terminated by the County due to (a) the failure of the Contractor to provide the Services within time specified, or (b) failure of the Contractor to carry out any obligation, term, or condition of this Agreement, or (c) the Contractor violates any of the covenants, agreements, terms or stipulations of this Agreement. The County Manager and his/her designee is authorized to provide notice of default on behalf of County. Failure to

- adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the Contractor specifying the date of termination.
- 2) County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- 3) If funds to finance the Services become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- 4) Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- H. <u>Amendment and Assignment</u>. This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement shall not be assigned without the written consent of the County.
- I. <u>Notice</u>. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Rostan Solutions LLC 3433 Lithia Pinecrest Road, #287 Valrico, FL 33596

cc: With a copy electronically sent to:

tmays@rostan.com

contracts@rostan.com

To County:

Alachua County Solid Waste Gainesville, Florida, 32601 (352)

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us Clerk of Court, Attn
Finance & Accounting

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

	CONTRACTOR				
	By:				
	Print: Darius Stankunas				
	Title: President				
	Date: June 18, 2024				
INCUMBENCY AND AUTHORITY, OR A CO					
	ALACHUA COUNTY, FLORIDA				
	By: Mary C Alford, Chair				
	Board of County Commissioners				
	Date:				
ATTEST	Approved as to form:				
J.K. "Jess" Irby, Esq., Clerk (SEAL)	Alachua County Attorney's Office				

# Exhibit 1 – CITY Agreement

{Copy attached and incorporated herein RFP and City Agreement) PWWM180069-DH, CITY Agreement with Rostan Solutions LLC for Disaster Debris Monitoring Services }

### WORK ORDER/NOTICE TO PROCEED

WORK ORDER NO:
BILLING/INVOICE REFERENCE NO.:
PROJECT NUMBER:PROJECT DESCRIPTION:
County: Alachua County, a political subdivision of the State of Florida.
Date Issued:
CONTRACTOR:
CONTRACTOR'S ADDRESS:
Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, set out in the certain Agreement of between the County and the Contractor and
further delineated in the specifications, conditions, and requirements stated in the following
listed documents which are attached hereto and made a part hereof.
ATTACHMENTS:
<ul><li>[ ] drawings/plans/specifications</li><li>[ ] scope of services</li></ul>
[ ] special conditions
The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.
TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above or upon issuance of and shall substantially complete within() calendar days of this Work Order with Final Completion occurring() calendar days after Substantial Completion.
METHOD OF COMPENSATION:
(a) This Work Order is issued on a fixed fee basis
(b) The Contractor shall perform all work required by this Work Order for the sum of DOLLARS (\$). In no event shall the Contractor be
paid more than the Fixed Fee Amount.
The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.  It is expressly understood by the Contractor that this Work Order, until executed by the

that to do so is in the best interest of the County.

County, does not authorize the performance of any Services by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Services called for under this Work Order if it is determined

		ne Parties hereto have made and executed this Work Order, 20, for the purposes stated herein.
WORK C	ORDER NO:	
		CONTRACTOR:
Witness		By:
		Printed Name:
		Title:
		Date:
		ALACHUA COUNTY, FLORIDA:
		Ву:
		Printed Name:
		Title:
		Date:

# Exhibit 2A: Work Order/Notice to Proceed Amendment (Sample)

AMENDMENT #				
Professional:				
Invoicing Reference #		_		
Contract Manager:		_		
Project #:				
Work Order Description:				
Deliverable(s):				
Deliverable(s).				
Original Work Order Price:				]
Total of Prior Approved Changes				
Amount of this Change in Work Ord	ler			
Add or (deduct)				
New Work Order Price with Th	nis			
Amendment:				
Original Completion Date:				issuance of
this Work Order)				
New Completion Date:		(	days after	r issuance of
this Work Order)				
Not valid until signed by County				
ALACHUA COUNTY:	CONTRACTO	R:		
By:	Ву:			
Title:	Print Name:			
Date:	Title:			
	Date:			

# **Exhibit 3: Pricing Schedule**

# ATTACHMENT B

#### PRICE PROPOSAL

(Based on a 500,000 cubic yard event for evaluation purposes)

Equipment/ Personnel	# People x	Total Est.	Unit Price	Extension
	Hrs/Day x Days/wk	Hours for Event	Per Hour	
(example)	2 x 12 x 7	2,016		
Project Manager/Liason Officer	1 x 8 x 5	480	85.00	40,800.00
Debris Mgt. Operations Manager (if requested)	1 x 14 x 7	1,176	75.00	88,200.00
Engineer	1 x 1 x 1	12	135.00	1,620.00
Environmental Consultant	1 x 3 x 1	36	85.00	3,060.00
Environmental Field Technician	1 x 1 x 1	12	65.00	780.00
GIS Analyst/Specialist	1 x 4 x 7	336	65.00	21,840.00
Supervising Monitors with vehicle and phone	2 x 12 x 7	2,016	42.00	84,672.00
RovingMonitors with vehicle and phone	0 x 0 x 0	0	33.00	0.00
Loading Site Monitors with vehicle and phone	20 x 12 x 7	20,160	33.00	665,280.00
Disposal Site Monitors with phone	4 x 12 x 7	4,032	35.00	141,120.00
Call Center Operator	2 x 8 x 5	960	28.00	26,880.00
Data Entry Clerk – Paper Ticket	0 x 0 x 0	0	28.00	0.00
Total				1,074,252.00
Scale at each TDSRS	#############	########	#########	Billed at cost

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks, quality control, verification/validation tasks, overhead, profits, and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

CYNTHIA K NOEL

MY COMMISSION # GG000632

EXPIRES July 06, 2020

FlorideNoteryService.com

Signature

Sam Rosania

Name

Executive Vice President

Title

April 14, 2018

Date

# TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

# **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

# WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

#### CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

<u>Technology/Professional Liability</u>: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

# EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

### **I Commercial General Liability and Automobile Liability Coverages**

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

#### II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

#### **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County** 

**Commissioners MAIL, EMAIL or FAX CERTIFICATES** 

# **Exhibit 4-A: Certificate of Insurance**