

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

February 3, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Naples Reserve Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

January 27, 2022

Board of Supervisors
Naples Reserve Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on February 3, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chairman's Opening Remarks
4. Discussion: Lake Bank Erosion and Permit Compliance Matters
 - A. Causes/Responsible Parties
 - I. Type of Drainage Installed by Builders on Private Property
 - II. Pool Installation on Private Property
 - III. Natural Causes/Other
 - B. CDD Options with Responsible Parties
 - C. Recommend Actions, Timing and Cost
5. Continued Discussion/Consideration: SOLitude Lake Management, LLC, Services Contract for One Time Planting Required Littoral Plants [\$25,000.00]
 - A. Littorals
 - B. Shoreline Vegetation and Coordination with Other Community Vendors
 - C. Plastic Pipe(s) and Removal
6. Discussion: Water Use Permit Compliance Matters (*Cardno with HOA*)
 - Impact on CDD Improvements (*Lakes, Lake Banks, Littorals, etc.*)

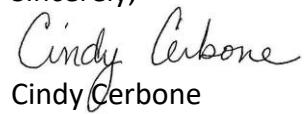
7. Consideration of Rostan Solutions, LLC, Piggyback Agreement Related to Disaster Debris Removal Monitoring and Reimbursement Management Services
8. Consideration of Crowder-Gulf Joint Venture, Inc., Piggyback Agreement with Collier County for Disaster Debris Management, Removal and Disposal Services
9. Discussion: Potential Encroachments or Agreements Unrelated to Docks and Generators
 - Fences, Pool Equipment, Other
10. Consideration of Bond Counsel Invoice No. 5812638 for Series 2018 Bond Issue Related to Board and Public Questions
11. Consideration of Resolution 2022-04, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
12. Consideration of Amended Certificate of Engineer - Series 2014 Project
13. Acceptance of Unaudited Financial Statements as of December 31, 2021
14. Approval of December 2, 2021 Regular Meeting Minute Minutes
15. Other Business
16. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - Letter to Residents on Lake and Lake Bank Maintenance
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 3, 2022 at 10:30 AM
 - QUORUM CHECK

CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

17. Public Comments
18. Supervisors' Requests
19. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294 or Jamie Sanchez (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

5

SERVICES CONTRACT

CUSTOMER NAME: Cindy Cerbone#561-346-5294 cerbonec@whhassociates.com
SUBMITTED TO: Naples Reserve CDD
CONTRACT DATE: October 26, 2021
SUBMITTED BY: Jeff Moding
SERVICES: One Time planting required Littoral Plants

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$25,000.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Naples Reserve CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

2300 Glades Road #410W Boca Raton, FL 33431

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

AQUATIC VEGETATION INSTALLATION

Aquatic Vegetation Installation:

1. Contractor will install aquatic vegetation in 1"- 24" of water:
Species and amounts to be determined upon signing and inspection of planting areas.
2. Plant species are suited to live and thrive in water less than 24" in depth.
3. Contractor will plant the vegetation after a map is provided to Solitude from the district Engineer.
4. All plants will be spaced per the district Engineer.
5. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
6. Contractor will not be responsible for the protection of the plants from predation by ducks, turtles or any other wildlife.
7. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
8. Contractor is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planting with harsh weather conditions. Contractor will look to the forecasted weather prior to planting to give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.
9. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Contractor is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

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- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and

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determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7

**AGREEMENT TO PROVIDE DISASTER DEBRIS REMOVAL
MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES**

THIS AGREEMENT TO PROVIDE DISASTER DEBRIS REMOVAL MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES (this “Agreement”) is made and entered into as of the ___ day of _____, 2022 (“Effective Date”), by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“District”) and **ROSTAN SOLUTIONS, LLC**, a Florida limited liability company (“Contractor”).

WITNESSETH:

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District faces threats from disaster events which may occur with little to no warning, and which may cause debris to accumulate in the areas for which the District is responsible; and

WHEREAS, the District anticipates a need to retain an independent contractor to provide debris removal monitoring and reimbursement management services for certain lands within the District in the event of a disaster; and

WHEREAS, the Contractor was selected by Sunshine Water Control District (“SWCD”) based on a Request for Proposal dated July 10, 2020 issued by Sunshine Water Control District (“RFP”) and Contractor’s Proposal dated August 10, 2020 (“Proposal”), both attached hereto as Exhibit “A”, to provide professional services related to disaster debris removal monitoring and reimbursement management services; and

WHEREAS, the District desires to piggyback off of the SWCD procurement of Contractor in order to enter into this Agreement whereby the Contractor shall provide disaster debris monitoring and reimbursement management services to the District, and the Contractor represents that it is qualified to do so.

NOW, THEREFORE, the District and the Contractor agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF WORK AND SERVICES**.

A. The Contractor agrees to provide services to the District in a post-hurricane, tropical storm or other natural disaster, which services shall include all the debris monitoring and reimbursement management services as may be requested by the District in the manner described in the RFP and the Proposal attached hereto as Exhibit “A” and made a part hereof (collectively, the “Work”). Specifications, as defined in the RFP, and all other related documents cited in the RFP are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

B. The Work that may be undertaken hereunder is intended to cover all property contained within the boundaries of the Naples Reserve Community Development District, located in Collier

County, Florida, excluding private lots owned by residents and property owned by the Naples Reserve Homeowners Association, Inc. It is the intent of this Agreement that, upon the request of the District, the Contractor shall provide personnel and necessary equipment to perform these services within the Property.

C. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

D. Contractor shall perform the Work on an as-needed basis. Performance of Work under this Agreement shall commence upon the District's issuance of a task order ("Task Order"). Each Task Order shall be in writing, describe the performance period, services to be performed and estimated cost and/or cost-ceiling agreed to be the District and the Contractor for services rendered under said Task Order. A sample Task Order form is attached hereto as Exhibit "B" and made a part hereof.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District. All Work shall be performed in a timely, neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

4. MONITORING OF WORK. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representative"). The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to services, materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates the District Manager to serve as the District Representative. The District shall have the right to change the District Representative(s) at any time by written notice to the Contractor. In addition to the District Representative, the District may designate one or more Debris Monitors. Contractor agrees to cooperate in coordinating its services with the instructions of the District Representative(s) and any Debris Monitors.

5. COMPENSATION TERM.

A. The term of this Agreement shall be from the Effective Date through August 23, 2023 (the “Term”), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for up to two additional one (1) year periods pursuant to the terms hereof (hereinafter, each an “Annual Renewal Term”) unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

B. The aggregate amount of this Agreement shall be based upon the actual work performed and the fee schedule submitted by the Contractor in its proposal, as more fully described on Exhibit “C” attached hereto.

C. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees that after receiving any Task Order under Section 2(D) of this Agreement, it shall render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

D. Subject to the terms herein, Contractor will promptly pay for all costs of subcontractors, labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Subject to the terms of this Section, Contractor will at all times keep the District’s property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work.

6. WARRANTIES. Contractor warrants that all the Work shall be performed using Contractor’s best efforts and shall be in conformance with industry standards.

7. SAFETY. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists’ coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

9. WORK PRODUCT. All reports, documents, or other written material developed by the Contractor in the performance of this Agreement shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District. Such material shall not be the subject of a copyright application by the Contractor.

10. INDEMNIFICATION/HOLD HARMLESS. The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys’ fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor’s presence within Naples Reserve for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor’s or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor’s obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District’s own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for

damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

11. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

12. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

14. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

15. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

16. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided,

however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. The District may, in its sole and absolute discretion, whether or not reasonable, on fifteen (15) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

17. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

18. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

19. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

20. E-VERIFY. The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Contractor knowingly violated Section 448.095, Florida Statutes, but the Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, the Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that the Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Contractor.

21. RECORDS. Contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Agreement, or longer if required by law. The District shall have access to such books, records, subcontract, financial operations, and documents of the Contractor or its subcontractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

22. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Oversight Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject the Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event the Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DAPHNE GILLYARD, TELEPHONE: (561) 571-0010, EMAIL: GILLYARDD@WHHASSOCIATES.COM, AND MAILING

**ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON,
FL 33431.**

23. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

24. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

25. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

26. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an instrument in writing signed by all of the parties hereto.

27. WAIVER. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

28. CONSTRUCTION OF THIS AGREEMENT.

A. **TITLES.** The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. **ORDER OF PARAGRAPHS.** This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. **PRONOUNS.** Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. **FLORIDA LAWS.** This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. **NEGOTIATION OF AGREEMENT.** The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. **INTERPRET TO BIND AND TO DO JUSTICE.** This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions

or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

29. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO THE DISTRICT:

Naples Reserve Community Development District
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com and
cerbonec@whhassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO THE CONTRACTOR:

Rostan Solutions, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596
Email: dstankunas@rostan.com

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

30. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

31. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth below.

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Cindy Cerbone, Assistant Secretary

By: _____
Tom Marquardt, Chairman

Dated: _____

CONTRACTOR:

ROSTAN SOLUTIONS, LLC,
a Florida limited liability company

By: _____

Name: Travis Mays

Title: Vice President

Dated: _____

Exhibit “A”

SWCD RFP and Contractor’s Proposal

See attached pages.

SUNSHINE WATER CONTROL DISTRICT



Request for Proposals (RFP) for **Disaster Debris Monitoring and Reimbursement Management Services**

Publication Date:
Sun Sentinel– July 10, 2020

Responses Due: August 10, 2020 at 9:00AM Eastern Time (ET)

Sunshine Water Control District
2300 Glades Road Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010 or 877-276-0889
Email: cerbonec@whhassociates.com

Table of Contents

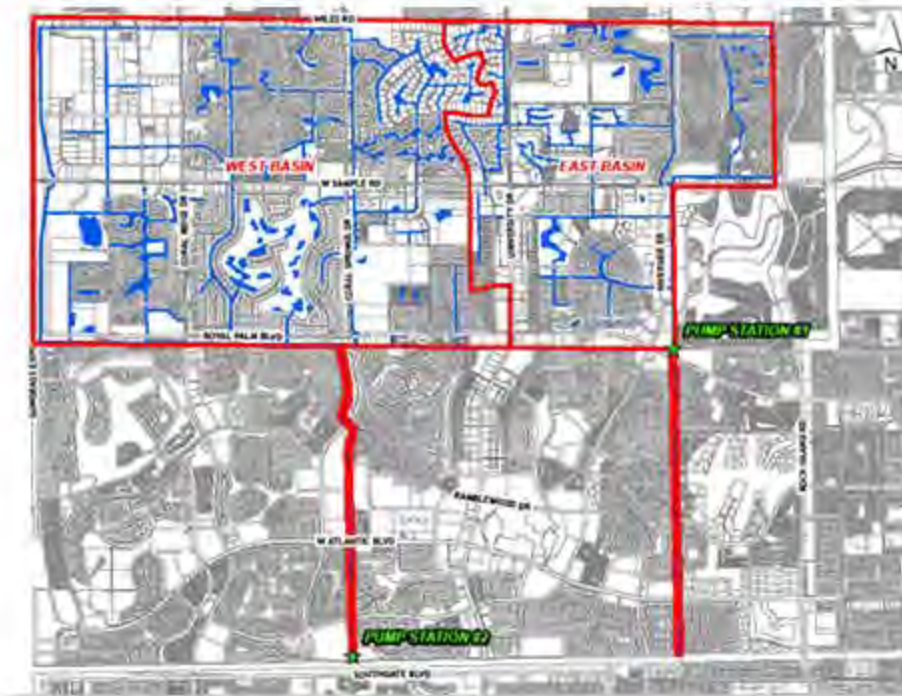
Section 1.0 – Introduction	4
1.1 Overview	4
1.2 Minimum Qualifications.....	5
1.3 Schedule	5
1.4 Point of Contact.....	5
1.5 Contract Term and Renewal.....	6
1.6 Right of Assignment	6
1.7 Irrevocable Offer.....	6
1.8 Conflict of Interest.....	6
1.9 Disadvantaged and Small Business Enterprises.....	6
1.10 Provisions for Federally Assisted Projects	6
Section 2.0 – Procurement Process and Proposal Requirements.....	7
2.1 Question Submission.....	7
2.2 Addenda.....	7
2.3 Reserved Rights	7
2.4 Contract.....	7
2.5 Evaluation Criteria	8
2.6 Submission Requirements	8
2.7 Preparation Costs.....	8
2.8 Proposal Layout.....	9
2.9 Assertion of Contractor Confidentiality	9
Section 3.0 – Scope of Services.....	11
3.1 General	11
3.2 Contractor Personnel.....	11
3.3 Planning	13
3.4 Response Requirements	13
3.5 Debris Surveys and Damage Evaluations.....	13
3.6 Project Management and Administration	13
3.7 Debris Collection Monitoring.....	14
3.8 Disposal Site Monitoring	14
3.9 Debris Vehicle and Equipment Certifications	15
3.10 Public Information Assistance.....	16

3.11 Payment Monitoring Processes	16
3.12 ADMS and Database Systems	16
3.13 Grant Consulting Services	17
3.14 Documentation and Deliverables	18
Section 4.0 – Cost Proposal	19
Section 5.0 – Required FEMA Provisions.....	20
5.1 Equal Employment Opportunity	20
5.2 Copeland Anti-Kickback Act	21
5.3 Contract Work Hours and Safety Standards Act	21
5.4 Clean Air Act	22
5.5 Federal Water Pollution Control Act.....	22
5.6 Suspension and Debarment	23
5.7 Byrd Anti-Lobbying Amendment	23
5.8 Procurement of Recovered Materials.....	23
5.9 Access to Records.....	24
5.10 DHS Seal, Logo, and Flags	24
5.11 Compliance with Federal Law, Regulations, and Executive Orders	24
5.12 No Obligation by Federal Government.....	24
5.13 Program Fraud and False or Fraudulent Statements or Related Acts	24
5.14 Rights to Inventions Made Under a Contract or Agreement	24
Section 6.0 – Required Forms	26
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	27
DRUG-FREE WORKPLACE CERTIFICATION	28
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....	29
NON-COLLUSION OATH.....	30
GOOD FAITH AFFIDAVIT	31
Section 7.0 – Sample Contract.....	32
Professional Services Agreement.....	33
Schedule A.....	41
Schedule B.....	43
Schedule C.....	44
Schedule D.....	45

Section 1.0 – Introduction

1.1 Overview

The Sunshine Water Control District (“District”) has 5,422 acres of canals and right-of-way property providing drainage and flood protection to 16,850 landowners in the central core of Coral Springs. As shown on the District Map, the District’s northern boundary is along Wiles Road. The west border of the District is the Sawgrass Expressway along the L-36 Canal. The southern boundary of the District is Canal Z which is located on the south side of Royal Palm Blvd. The District’s Canal A, located along the east border of the Dells neighborhood, forms the District’s eastern border from Wiles Road to Sample Road. The remaining east border of the District from Sample Road to Royal Palm Blvd is the City of Coral Springs/City of Margate municipal boundary. Two narrow District right-of-ways containing the District’s discharge canals extend southward connecting to South Florida Water Management District’s C-14 Canal.



The District invites qualified contractors (Contractor) to respond to this Request for Proposals (RFP) to provide Disaster Debris Monitoring and Reimbursement Management Services. The District desires to enter into a long-term standby agreement with a qualified, responsive firm, price and other factors to be considered, that represents the best overall value to the District.

Services contemplated include:

- Damage Surveys and Inventory Evaluations
- Debris Monitoring Services
- Payment Reconciliation and Reimbursement Support
- Claims Resolutions

The Contractor will be required to provide on-call support to the District in preparation of and in response to disaster events. Contractor must be knowledgeable of Federal Emergency Management Agency (FEMA), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE), and any other governmental agency's regulations and guidelines pertinent to post-disaster recovery, debris monitoring, and Stafford Act Public Assistance claims.

1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must be licensed and registered to do business in the State of Florida.
- Demonstrated knowledge and experience with FEMA and NRCS requirements relating to waterway debris removal.
- Demonstrated minimum five (5) years' experience in debris monitoring and post-disaster recovery activities.
- Contractor must be able to provide at least three (3) references for municipal or special district projects of similar scope and services.
- Demonstrated ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts.
- Contractor must maintain minimum insurance requirements.

1.3 Schedule

While it is the District's intent to strictly adhere to the following schedule modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Eastern Time (ET).

Task	Date	Time
Public Advertisement	July 10, 2020	N/A
Question Deadline	July 29, 2020	9:00 AM
Proposal Submission Deadline	August 10, 2020	9:00 AM
Opening of Proposals	August 10, 2020	9:15 AM
Notice Intent to Award	August 12, 2020	6:30 PM

1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP description (RFP Debris Monitoring and Management Services) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to submit a request of inclusion on the interested parties list.

Name: Cindy Cerbone

Title: District Manager

Email: cerbonec@whhassociates.com

Contractors are reminded that this solicitation is subject to Florida Code of Silence Laws, specifically Broward County Code ARTICLE XIII – LOBBY ACTIVITIES Sec. 1-266.- Code of

Silence. Communication outside of authorized avenues is prohibited and may be subject to legal remedies.

1.5 Contract Term and Renewal

It is the intent of the District to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. Maximum contract term will be five (5) years (60 months). Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus amendments. Contracts with active task orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

1.6 Right of Assignment

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Contractor permits the District to authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The District reserves the right to ensure all District needs are satisfied before extending use of the contract to other agencies.

1.7 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from date of submission deadline. This period may be extended by the District as necessary to facilitate contract award. Contractors may submit a written request to withdraw their proposals prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

1.8 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

1.9 Disadvantaged and Small Business Enterprises

The District is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged.

1.10 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws, including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the District.

2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

2.2 Addenda

If the District finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda on the included addenda acknowledgment form.

2.3 Reserved Rights

The District reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the District. The District reserves the right to waive technicalities or request additional information or clarification from Contractors. The District reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the District. This RFP does not constitute a guarantee from the District.

2.4 Contract

It is the intent of the District to award a contract to the Contractor that is deemed responsive and best serves the interest of the district. A sample contract has been included as a supplement to this RFP. Contractors must be willing to accept the terms and conditions contained within. Contractors are not permitted to modify terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

2.5 Evaluation Criteria

Contractors will be evaluated by the District's board of supervisors and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the project scope of services to include providing an ADMS, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	25
Past Project Experience	15
Key Personnel	10
Project Understanding and Approach	20
ADMS	15
Cost Proposal	15
TOTAL	100

2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity** – Contractor must submit one (1) original proposal including original signatures, three (3) proposal copies, and one (1) digital copy (USB drive). A redacted digital copy may also be included if the Contractor's proposal contains information that may be exempt from applicable Florida Public Records Law.
- **Page Limits** – Contractor proposals are limited to no more than seventy-five (75) pages excluding the required forms. Each sections' page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½" by 11" piece of paper with text on one side. Contractor may choose to print double-sided but should be aware that each printed side constitutes a page. Text must be in a font size no smaller than 10.
- **Production** – Proposals must be bound in a manner that permits the proposal to lie flat when open. Staples or paperclips are not permitted.
- **Packaging** – Proposals are to be enclosed in a box or properly sized envelope to ensure delivery in an undisturbed state. Each package should include a label on the exterior that identifies the package as a response to Sunshine Water Control District RFP for Disaster Debris Monitoring and Reimbursement Management Services.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The District will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the District bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease of review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, services provided, and the amount of debris monitored. References from Florida clients are preferable. (10-page limit)
- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (10-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and brief one (1) page resumes for all key project personnel. This should include at a minimum the Senior Grant Consultant, Grant Specialist, Project Manager, Operations Manager(s), Data Manager, GIS Analyst, and Environmental Specialist. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. (20-page limit)
- **Section 5. Automated Debris Management System (ADMS)** – Provide a comprehensive overview of the Contractor’s proposed ADMS that will be utilized for tracking debris collection and disposal operations. (10-page limit)
- **Section 6. Cost Proposal** – Complete fee schedule. If additional roles/rates are included Contractor must provide a description of the roles responsibilities. (2-page limit)
- **Section 7. Required Forms** – Complete and include each of the required forms:

Byrd Anti-Lobbying Amendment Certification
Drug Free Workplace Certification
Equal Employment Opportunity Certification
Non-Collusion Oath
Good Faith Affidavit

2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

To facilitate public record requests required by Florida Public Records Law, the District may be required to disclose parts of or entire documents associated with this solicitation. Contractors that wish to keep confidential information private must provide the District with a redacted digital copy of their proposal. Failure to do so will constitute a waiver of claim and authorize the District to reproduce the entire un-redacted proposal as required.

<Remainder of page left intentionally blank>

Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide Disaster Debris Monitoring and Reimbursement Management Services pertaining to disasters that may be eligible for Federal assistance. The scope of services is not specific to Federally declared disasters and may be utilized to support the District's efforts in response to local or regional events that may not meet Federal funding thresholds.

3.1 General

Contractor shall provide disaster management, debris monitoring, and Public Assistance program support services in order to assist the District with disaster recovery operations, including monitoring the operations of the disaster debris removal and disposal company, and applicable reimbursement and financial recovery services for eligible projects. The District shall appoint a Recovery Manager to work directly with the debris removal company and the Contractor. The District and/or its debris removal and disposal company shall provide debris management site(s) (DMS) for temporary storage and processing of disaster-generated debris.

The Contractor is knowledgeable in FEMA, NRCS, and other agencies regulations, guidelines and operating policies that govern the work required. The Contractor shall support the District during a disaster recovery effort and shall be responsible for all aspects of the debris monitoring process. The Contractor shall coordinate with the disaster debris removal company and the District to ensure a compliant, well-managed and organized approach to debris collection and disposal that conforms to federal guidelines.

3.2 Contractor Personnel

All Contractor personnel shall at a minimum have an accredited high school diploma or GED and have proficient communication skills to include legible handwriting. Contractor personnel are also required to have a valid driver's license if operating a vehicle and wear appropriate work attire while engaged on the project. Contractors must provide adequate job-specific training to ensure field personnel are proficient and capable of performing their assigned duties. Contractor personnel must be certified to work on the project and provided with a verifiable form of Contractor identification. Proposed Contractor roles are defined below:

- **Project Manager** – Responsible for the overall management of the project. Tasked with defining the scope of the project and identifying required resources to manage required tasks. This role is ultimately responsible for the overall efficiency and effectiveness of project team members. Project Managers are expected to be engaged full time for the duration of the project.
- **Operations Manager** – Responsible for day-to-day field operations. The Operations Manager reports directly to the project manager and is responsible for the assignment of resources, logistics, and ensuring that daily operations are conducted in a safe and efficient manner. Operation Managers are expected to be engaged full time for the duration of the project.
- **Field Supervisor** – Responsible for dedicated operations tasks. Supervisors ensure assigned monitors are performing their assigned tasks effectively and efficiently. Field Supervisors may also be responsible for planning and conducting debris surveys and

evaluations. Field Supervisors are expected to be engaged full time for the duration of the project at levels commensurate with project and personnel requirements.

- **Field Monitor** – Responsible for monitoring the collection of debris from authorized locations. Field monitors are assigned to monitor debris collection equipment as it collects debris from authorized areas. Field Monitors are responsible for observing and documenting the collection effort to include times/dates of collection, location, and the work crews responsible. A Field Monitor is dedicated to each work crew or truck if self-loading. Field Monitors are expected to be engaged full time for the duration of the project and at levels commensurate with available work crews.
- **DMS/ Disposal Site Monitor** – Responsible for monitoring incoming debris at temporary debris management or final disposal sites. Disposal Site Monitors generally work in pairs unless the volume of incoming material is sufficiently low to allow for a single monitor to perform assigned responsibilities in an efficient manner. Disposal Site Monitors observe and document incoming debris, evaluate quantities, and identify applicable debris types. Disposal Site Monitors are expected to be engaged full time while disposal sites are in operation.
- **Data Manager** – Responsible for project data accuracy, quality, and integrity. The Data Manager serves as the project’s quality control specialist related to data collected while documenting the debris removal effort. Data Managers are expected to be engaged daily but not full time for the duration of the project.
- **GIS Analyst** - Responsible for project geographic data development and administration. GIS Analysts mine project data to develop documentation to support operational planning, public information releases, and status updates. GIS Analysts are expected to be engaged daily but not full time for the duration of the project.
- **Environmental Specialist** – Responsible for ensuring operational compliance with governing environmental policy and laws applicable to debris collection efforts. This includes permitting support for debris management sites and compliance with Federal laws including the Endangered Species Act, and The Clean Air Act, and the Clean Water Act. The Environmental Compliance Specialist is expected to be engaged as needed during the project.
- **Invoice Analyst** – Responsible for reviewing and developing project invoice documentation that supports payment and reimbursement efforts. The Invoice Analyst is expected to be engaged as needed during the project.
- **Clerical/Administrative** – Responsible for providing administrative support to management and technical support staff. Large projects may require more than one Administrative Specialist. Administrative Specialists are expected to be engaged daily but not full time for the duration of the project.
- **Grant Specialist** – Responsible for ensuring that projects are conducted in compliance with governing policy and that project documentation is developed and organized to meet base standards necessary to pursue federal reimbursement. Grant Specialists are responsible to the Senior Grant Consultants. Grant Specialists are expected to be engaged as needed during the project.
- **Senior Grant Consultant** – Responsible for providing technical expertise pertaining to project identification, grant development and management, and other reimbursement

related tasks. Senior Grant Consultants review and authorize documentation developed and organized by Grant Specialists. Senior Grant Consultants are expected to be engaged as needed during the project.

3.3 Planning

Contractor, at the request of and at no cost to the District, shall be available seasonally to attend a planning meeting prior to each hurricane season. Planning meetings are intended to establish operating procedures and to review applicable policies. Planning might require the identification of DMS locations, and priority collection areas.

Contractor will be required to provide a list of key personnel and subcontractors that may be involved in the project to include names, titles, phone numbers, and email addresses.

3.4 Response Requirements

Contractor must be prepared to provide a management team in response to District needs within twenty-four (24) hours of request. District will issue a notice to proceed in concert with a task order for required services. The District expects the Contractor to be fully mobilized to facilitate all project tasks within seventy-two (72) hours of operation commencement.

3.5 Debris Surveys and Damage Evaluations

Contractor may be required to assist the District evaluate debris generated by a disaster event. This includes debris by type, general quantities, and locations. Contractor may also be required to assist the District in evaluating impacts to owned facilities. Evaluations should be supported by GIS and other digital platforms and organize in a format applicable to FEMA Preliminary Damage Assessments (PDA).

3.6 Project Management and Administration

The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the District. The Project Manager shall remain local and available to the District during the operational phases of the debris collection and disposal project. Contractor shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris and trees to be removed from waterways, at loading sites, debris management sites and/or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the District Recovery Manager for conduct or actions not in keeping with the Agreement.

The Contractor must operate and document the work performed in a manner consistent with federal reimbursement policies, especially FEMA.

Project Management and Administration responsibilities include:

- Train and supervise field monitoring staff.
- Coordinate daily briefings or meetings to provide project status updates and to formulate or modify debris removal strategies.
- Coordinate daily scheduling of field staff and resource logistics.
- Conduct debris surveys and develop debris estimates.
- Provide training to District staff in essential debris management and collection functions.

- Manage citizen complaints/concerns related to debris removal activities to include complaint resolution.
- Prepare and issue daily progress reports
- Prepare and issue special reports as required by the District.
- Provide permitting and environmental support to ensure DMS locations and debris removal activities comply with applicable environmental regulations.
- Develop forms, databases, etc. for tracking field activities in a format consistent with federal policies.
- Implement a Quality Control (QC) program to ensure project documentation and data is accurate and complete, and stored in a secure manner that will be accessible to the District as required.
- Ensure the debris removal company is operating in compliance with their agreement with the District.

3.7 Debris Collection Monitoring

To maximize potential reimbursement opportunities, the Contractor shall monitor all debris removal activities and document the work as it is performed. Since the District's authority is specific to surface water, drainage, flood protection, and the associated infrastructure, debris monitors must be able to document work performed in drainage channels, water impoundment facilities, eligible rights-of-way, water and wastewater utilities and other areas designated by the District's Recovery Manager.

The Contractor shall provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and one supervisor for every six (6) monitors unless otherwise approved by the District. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within the District's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.8 Disposal Site Monitoring

Contractor should prepare disposal site reports for each temporary disposal facility to include soil sampling pre- and post-use if necessary. Contractor should document the condition of each DMS prior to use by the debris removal company. Pre-use site documentation will be utilized to ensure

each site is returned to pre-use conditions upon completion of operations. The debris removal company will be responsible for applicable remedies.

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Contractors should be prepared to provide disposal site monitors twenty-four (24) hours per day, seven (7) days per week if necessary. Each receiving facility is required to have at least one (1) monitor present during operating hours, and two (2) monitors are preferred during congested operating windows.

Disposal Site Monitor responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.
- Document materials received to include debris type, quantity, time and location of receipt, and crew responsible.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.9 Debris Vehicle and Equipment Certifications

The Contractor will be responsible for ensuring that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of the Contractor's certification representative and the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain the Districts name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

The Contractor shall measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record should be retained and reproducible to support District needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification
- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)

- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

The Contractor warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by the Contractor for a period consistent with the records retention policy defined in Section 3.14 Documentation and Deliverables.

3.10 Public Information Assistance

Contractor will provide regular status updates, frequency determined by the District's Recovery Manager for public information use. Contract may be required to provide infographics, fliers, or other publishable documentation to support the District's public information campaign.

Contractor shall provide appropriate staff to assist with the distribution of notices, engage with residents to obtain access rights when necessary, and to manage and resolve damage complaints arising from debris removal activities.

3.11 Payment Monitoring Processes

The Contractor shall review, validate, and reconcile debris removal company invoices prior to submission to the District for processing and payment. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to project stakeholders. All invoices from the debris removal company shall be directed to the Contractor copying the District Recovery Manager. Within seven (7) calendar days of receipt, each invoice shall be reviewed by the Contractor and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company will submit invoices amended per the Contractor's recommendations. Once an accepted invoice is reconciled the Contractor shall submit a payment recommendation to the District.

3.12 ADMS and Database Systems

Contractor shall provide an ADMS capable of fully digitizing the certification process and replacing the need for traditional hand-written debris tickets.

The system features shall include the following:

- Paperless electronic data collection and distribution. Field data should be collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.

- ADMS should not require cellular or data connectivity to process ticket transactions. Critical transaction data should be transferrable on external media and transported between collection and disposal locations if required. Systems that require cellular or data connectivity may also be utilized but must have an operating mode that allows them to work offline in the event of service disruptions or outages.
- ADMS data should be stored indefinitely on secured servers that are backed up on regularly scheduled intervals. Data should be immediately retrievable if necessary.
- ADMS data capture should be automated to the greatest extent possible requiring minimal input from the user.
- Collection and disposal locations should be generated automatically and captured through GPS technologies integrated into the ADMS hardware.
- ADMS should provide a web-based interface accessible to project stakeholder. Access should be restricted by user credentials.
- Web interface should include a GIS interface and downloadable documents/reports at a minimum.
- Project data should be captured and organized in a manner that enables efficient payment reconciliation, conforms to FEMA documentation requirements, and supports the District's reimbursement efforts.
- The Contractor must be capable of establishing an Access Point Interface (API) between Contractor databases and District platforms if requested.
- Data entry errors and necessary data modifications must be captured in an exportable audit log.

3.13 Grant Consulting Services

If authorized by the District, Contractor shall provide applicable documentation, technical assistance, and guidance required to identify activities that may be eligible for funding through available federal grant programs. This includes FEMA PA and HMGP Programs, the NRCS EWP Program, and other state and federal funding sources.

Grant Consulting Services shall include the following:

- Development of Damage Inventory
- Funding Source Identification and Expedited Funding Assistance
- Loss Measurement and Categorization
- Insurance Evaluation and Settlement Support Services.
- Project Formulation and Costing
- Grant Development and Management

- Reimbursement Support Services
- Appeals and Audit Support

3.14 Documentation and Deliverables

All project records including logs, invoices, contracts, paperwork, ADMS, and GIS data should be digitized and stored in a secure digital storage system for up to five (5) years or such time the District notifies the Contractor they are no longer needed.

Contractor will be required to produce deliverable intended to inform the operational progress of the project. Deliverables may include daily, weekly, or as requested reports, public information notices and postings, payment recommendations, and invoices. Contractor will also be required to prepare and organize supporting documentation that may be necessary to pursue federal grant funding. This may include scopes of work, damage descriptions, cost estimates or actual cost documentation, and grant applications.

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Section 4.0 – Cost Proposal

The Cost Proposal contains roles the District has identified as necessary to fully perform the scope of services required. Should the Contractor believe additional roles are necessary they are encouraged to include them in the space provided in the following table. Additional roles require the Contractor to define the tasks associated with those roles.

Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. The District reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

Role	Rate (\$)
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
DMS/Disposal Site Monitor	
Data Manager	
GIS Analyst	
Environmental Specialist	
Invoice Analyst	
Clerical/Administrative	
Grant Specialist	
Senior Grant Consultant	
Additional Required Roles (must define each role)	

Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

5.1 Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States." *The Certification is provided as a required signature form.*

5.2 Copeland Anti-Kickback Act

To ensure compliance with the Copeland "Anti-Kickback" Act, the Contractor agrees as follows:

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5.3 Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

5.4 Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.5 Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification

to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.6 Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the District), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Byrd Anti-Lobbying Amendment

- (1) The Contractor certifies to the Owner that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The Certification is provided as a required signature form.*
- (2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

5.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9 Access to Records

- (1) The Contractor agrees to provide the State of Florida, the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

5.10 DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.11 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.13 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.14 Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

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Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4.

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BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The District requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: _____ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Signature of Notary Public

[STAMP HERE]

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby propose to provide the services requested in the District's RFP and, if awarded, enter into a contract with the District. I agree that the terms and conditions of the District's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the District may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the District or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20____, by _____.

Signature of Notary Public

[STAMP HERE]

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Section 7.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the District and the Contractor. Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The District does not intend to modify this agreement unless one or more parts conflicts with preceding law.

<Remainder of page intentionally left blank>

Professional Services Agreement

This Professional Services Agreement (Agreement) is entered into this ____ day of _____, [YEAR] between SUNSHINE WATER CONTROL DISTRICT (OWNER), having its principal office at 2300 Glades Road Suite 410W Boca Raton, FL 33431 and [CONTRACTOR] (CONTRACTOR), a company licensed to conduct business in the State of Florida, having its principal place of business at [CONTRACTOR ADDRESS].

The OWNER intends to engage the CONTRACTOR to provide professional services related to Disaster Debris Monitoring and Reimbursement Management Services.

The scope of work under this agreement will have the following characteristics: On an as-needed basis, the OWNER will issue Task Orders to the CONTRACTOR describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, with all required work being directly related to those services originally sought by the OWNER. In response, CONTRACTOR will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties.

This services agreement incorporates all substantive provisions of that certain RFP issued by the Sunshine Water Control District dated July 10, 2020 including Section 5 regarding all FEMA requirements.

In consideration of the mutual promises herein, CONTRACTOR and the OWNER agree that the terms and conditions of this Agreement are as follows:

1. BASIC SERVICES

- 1.1. **Scope.** CONTRACTOR shall provide the Basic Services as described in individual Task Orders authorized in writing by the OWNER. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. CONTRACTOR's obligations under this Agreement are solely for the benefit of the OWNER and no other party is intended to benefit or have rights hereunder.
- 1.2. **Standard of Care.** CONTRACTOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by CONTRACTOR's professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Instruments of Service.** CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.4. **End-Users Software License.** RESERVED
- 1.5. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.

- 1.6. **Subcontractors.** Any subcontractors and outside associates of CONTRACTOR to be engaged by CONTRACTOR under this Agreement are limited to those identified in executed Task Orders or as the OWNER specifically approves during the performance of a Task Order.
- 1.7. **Title to Hazardous Materials.** The OWNER and CONTRACTOR agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site will remain with the OWNER.
- 1.8. **Transportation or Disposal of Hazardous Materials.** The OWNER further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, CONTRACTOR is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around OWNER's premises. In this regard, the OWNER and CONTRACTOR agree as follows:
 - 1.8.1. CONTRACTOR may assist the OWNER in obtaining the services of licensed hazardous materials contractors for the transportation and disposal of all hazardous or toxic wastes, materials, or substances. CONTRACTOR shall not contract directly for these services.
 - 1.8.2. It is understood by both the OWNER and CONTRACTOR that the OWNER will provide all required hazardous or toxic wastes, materials or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.

2. THE OWNER's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the OWNER shall do the following in a timely manner:

- 2.1. **The OWNER's Representative.** The OWNER will designate a representative having authority to give instructions, receive information, define the OWNER's policies, and make decisions with respect to individual Task Orders.
- 2.2. **Project Criteria.** Provide criteria and information as to the OWNER's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the OWNER.
- 2.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the OWNER relevant to a Task Order.
- 2.4. **Access.** Arrange for CONTRACTOR to enter upon public property as mandated by the OWNER.
- 2.5. **Review.** Respond to CONTRACTOR's request for decisions or determinations.
- 2.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.

PROFESSIONAL SERVICES AGREEMENT - [AGREEMENT #]

Between Sunshine Water Control District and [CONTRACTOR]

Task Order Contract

2.7. **Project Developments.** Give prompt written notice to CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services.

3. PERIODS OF SERVICE

3.1. **Time of Performance.** Sections 3 and 4 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.

3.2. **Start of Performance.** CONTRACTOR will start the Services described in each Task Order upon authorization by the OWNER. If the OWNER gives authorization before signing a Task Order, CONTRACTOR shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the OWNER's authorized representative.

3.3. **Force Majeure.** If a force, event, or circumstance beyond CONTRACTOR's or the OWNER'S control interrupts or delays CONTRACTOR's performance, the time of performance shall be equitably adjusted.

3.4. **Term.** This Agreement shall be in effect for three (3) years from the effective date, with two (2), one (1) year extensions available upon mutual consent of the parties.

4. COMPENSATION

4.1. **CONTRACTOR Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule B), the OWNER shall pay CONTRACTOR the amount stated in invoices issued for and in accordance with each Task Order for actual work performed during the period covered by the invoice, subject to the funding limits established in each task order. Invoices are payable by the OWNER within 30 days after receipt of approved invoice.

5. OPINIONS OF CONSTRUCTION COST

5.1. **Construction Cost.** If required by this Agreement, opinions related to cost given by CONTRACTOR are subject to the following. CONTRACTOR has no control over the cost of labor, materials, equipment, services furnished by others, over a contractor's or facility's methods of determining prices, or over competitive bidding or market conditions. CONTRACTOR's opinion of probable cost is made on the basis of CONTRACTOR's experience and qualifications and represents CONTRACTOR's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. CONTRACTOR does not guarantee that proposals, bids, or actual project cost will not vary from CONTRACTOR's opinions of probable cost.

6. GENERAL CONSIDERATIONS

6.1. **Changes.** By written and/or electronic notice at any time, the OWNER may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to CONTRACTOR performing the changed services. Such changes can only be required by the OWNER's authorized representative.

6.2. **Access to Records.** The following access to records requirements apply to CONTRACTOR, which includes its successors, transferees, assignees, and subcontractors:

(a) CONTRACTOR agrees to provide the OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (c) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

6.3. **Confidentiality and Proprietary Information.** CONTRACTOR will hold secret and confidential all information designated by the OWNER as confidential (Confidential Information). CONTRACTOR will not reveal Confidential Information to a third party unless: (a) the OWNER consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, technical information, and other information furnished to OWNER by CONTRACTOR or developed by CONTRACTOR in connection with the work are, and will remain, the property the OWNER.

6.4. **Disputes.** If a dispute or complaint (collectively referred to as a "Dispute") arises concerning this Agreement, the OWNER and CONTRACTOR will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

6.4.1. **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

6.4.2. **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [Facilitator] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.

6.5. **Remedies.** Nothing in this Agreement otherwise prevents the OWNER from utilizing any available remedies, administrative, contractual, or legal, where CONTRACTOR has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.6. **Insurance.** CONTRACTOR will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or

property damage to third parties which arises from CONTRACTOR's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.

6.7. Indemnification.

6.7.1. CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of CONTRACTOR or others for whose acts CONTRACTOR is responsible under this Agreement.

6.7.2. The OWNER hereby agrees to indemnify and hold CONTRACTOR harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising from performance of the OWNER of its obligations under this Agreement, and the performance hereunder of its employees, agents or others for whose acts the OWNER is responsible under this Agreement.

6.8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the OWNER nor CONTRACTOR shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by CONTRACTOR hereunder, in no event will CONTRACTOR's liability to the OWNER, whether in contract, tort or any other theory of liability, exceed CONTRACTOR's fees for services from which the liability arises.

6.9. **Assignment Rights.** OWNER may offer adoption of this agreement in whole to other local governing agencies with the express written approval of the CONTRACTOR. The OWNER makes no guarantee of assignment and the CONTRACTOR maintains the right to refuse services to other local governing agencies.

6.10. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any disputes requiring resolution by a court of competent jurisdiction shall be Broward County.

6.11. **Successors.** This Agreement is binding on the successors and assignees of the OWNER and CONTRACTOR. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the OWNER.

6.12. **Independent Contractor.** CONTRACTOR represents that it is an independent contractor

and is not an employee of the OWNER.

6.13. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.

6.14. **Entire Agreement.** This Agreement encompasses all procurement and contract documents to include the RFP and addenda, CONTRACTOR Proposal, Contract, Schedules, Attachments, and Task Orders executed pursuant to this Agreement. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any modifications to this Agreement shall be in writing and signed by the OWNER and CONTRACTOR.

6.15. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.16. **Termination.** This Agreement may be terminated by either party at will and without cause, at any time upon three (3) days prior written notice to the other party and shall remain in force until so terminated. All information, data, materials, software and any other materials provided to either party must be returned upon termination of the Agreement.

6.17. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SPECIAL PROVISIONS, EXHIBITS, and SCHEDULES.

7.1 **Special Provisions.** This Agreement is subject to the following special provisions: **Duties and Responsibilities of CONTRACTOR.** CONTRACTOR or its representatives may be on site during various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by CONTRACTOR will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

7.2 **Limitations of CONTRACTOR's Responsibilities.** CONTRACTOR will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the program's incident thereto. CONTRACTOR will not be responsible for contractors' or their subcontractor's failure to perform the work in accordance with their contract with the OWNER or any other agreement. CONTRACTOR will not be responsible for the acts or omissions of contractors, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the work.

7.3 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

7.3.1 **Schedule A:** *Sample Task Order*

7.3.2 **Schedule B:** *Fee Schedule*

7.3.3 **Schedule C:** *Request for Proposals*

7.3.4 **Schedule D:** *Contractor Proposal*

7.4 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion in the RFP are incorporated into this Agreement, as applicable, and any Task Orders issued by the OWNER.

7.5 **IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

WRATHELL, HUNT AND ASSOCIATES, LLC.

2300 GLADES ROAD #410W

BOCA RATON, FL 33431

TELEPHONE: (877)276-0889

EMAIL: INFO@SUNSHINEWCD.NET

Execution Authority. This Agreement is a valid and authorized undertaking of the OWNER and CONTRACTOR. The representatives of the OWNER and CONTRACTOR who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

PROFESSIONAL SERVICES AGREEMENT - [AGREEMENT #]

Between Sunshine Water Control District and [CONTRACTOR]

Task Order Contract

SUNSHINE WATER CONTROL DISTRICT

[CONTRACTOR]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

Schedule A

TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between the OWNER and CONTRACTOR, effective [DATE], the OWNER hereby authorizes CONTRACTOR to perform services as specified in this Task Order and in accordance with the above-referenced Agreement.

1. Basic Project Information:

Project Name: _____

Agreement Number: _____

OWNER Representative: _____

CONTRACTOR Representative: _____

2. Scope of Services: CONTRACTOR shall perform services described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be _____ days from Task Order effective date.

4. Compensation: CONTRACTOR's compensation under this Task Order, which shall not be exceeded without prior written authorization of the OWNER, is \$_____.

5. This Task Order's Pricing Schedule is incorporated and provided as Attachment 2.

6. Special Conditions: This Task Order is subject to the special terms and conditions as described in Section 7.0 of the Agreement.

7. Amendment: This Task Order amends Task Order No. _____, Date: _____.

ISSUED AND AUTHORIZED BY:
SUNSHINE WATER CONTROL DISTRICT

ACCEPTED AND AGREED TO BY:
[CONTRACTOR]

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1

Scope of Services

SAMPLE

Schedule B

Fee Schedule

Role	Rate (\$)
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
DMS/Disposal Site Monitor	
Data Manager	
GIS Analyst	
Environmental Specialist	
Invoice Analyst	
Clerical/Administrative	
Grant Specialist	
Senior Grant Consultant	
Additional Required Roles (must define each role)	

Schedule C

Request for Proposals (RFP Debris Re)

SAMPLE

Schedule D

Contractor Proposal

SAMPLE



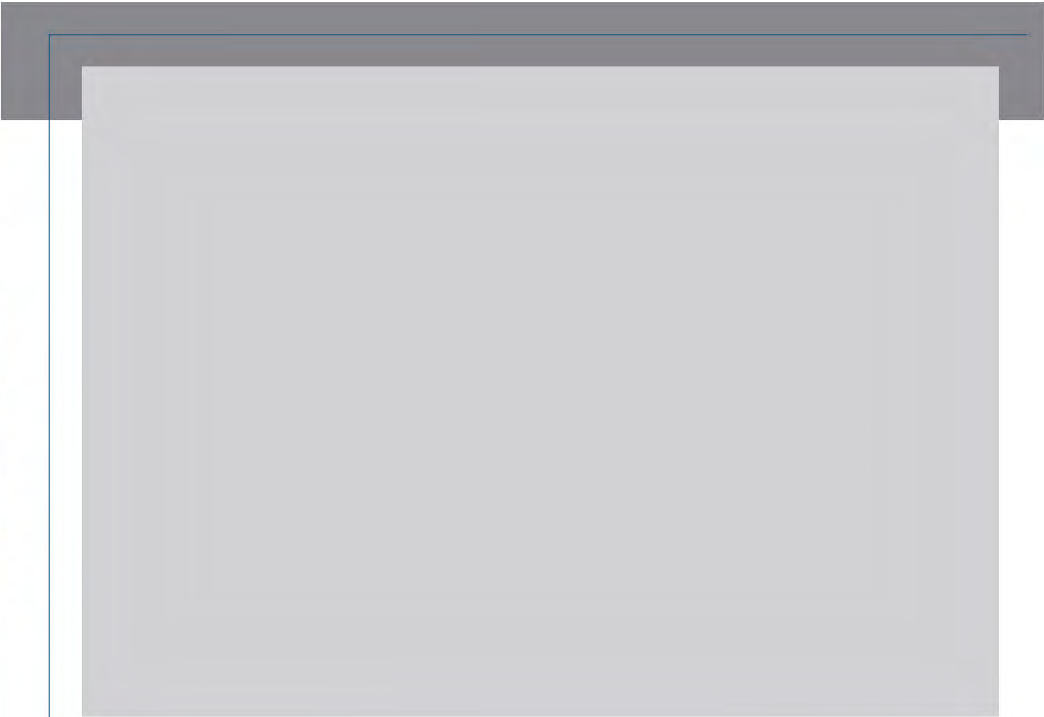
DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT



SUBMITTED BY

ROSTAN SOLUTIONS, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596
Jeff Cousins, Dir., Monitoring Ops
Office: 813.333.7042
Mobile: 954.707.8637
Fax: 813.333.7330
Email: tmays@rostan.com
Website: www.rostan.com

DOCUMENT COPY





August 10, 2020

Sunshine Water Control District
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

Re: Request for Proposals — Disaster Debris Monitoring and Reimbursement Management Services

Dear Selection Committee Members,

It is with great pleasure that Rostan Solutions, LLC (hereinafter, Rostan) submits our proposal in response to Sunshine Water Control District’s (hereinafter, District) request for proposals for disaster debris monitoring and reimbursement management services. Rostan has had the honor of serving as the District’s debris monitoring firm during our successful deployment following Hurricane Irma in 2017. ***We are confident, based upon our 100% data validation with Coral Springs Improvement District (CSID), that Sunshine Water Control District will receive 100% reimbursement for the Hurricane Irma data set.*** For CSID, every ticket submitted for reimbursement was validated and approved! We expect that to be the case for Sunshine Water Control District as well, and that is the level of service we hope to continue to provide.

Founded in 1999 in an old Cigar Factory in Ybor City our roots were planted in Florida long ago. To this day, and amidst growing competition, we maintain a strengthened business presence in the Sunshine State. For more than 20 years, our focus has remained on one-thing — assisting clients prepare for and recover from disasters. ***Our mission is to promote and implement responsible solutions to ensure communities are better prepared to respond to, and expeditiously recover from, disaster events.*** We pride ourselves on being an industry-specific firm that is selective in its pursuits and has remained focused on the interests of our clients first and foremost. We cherish the longstanding relationships we develop with clients and believe that incubating quality relationships provides a better return than pursuing quantity. We maintain an extremely competent and dedicated work force that continues to grow enabling us to provide clients with timely, personalized service and a vast array of knowledge specific to the disaster lifecycle and applicable federal funding programs.

Rostan’s core services are:

- Disaster Debris Monitoring
- Public Assistance and Long-term Recovery
- Resiliency and Mitigation
- Planning and Preparedness



In addition to our core services, Rostan is the sole purveyor of HaulPass®, the original and most trusted name in automated debris management. HaulPass® was born in 2006 and serves as our digital alternative to traditional paper-based load ticketing methods. HaulPass® has been deployed on more than 100 debris monitoring projects for federal, state-level, and local municipal clients. This includes serving on behalf of the District and more than 20 total clients in Florida following Hurricanes Irma and Michael in 2017 and 2018. ***Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method due to resource capacity, data integrity, or hardware issues.*** HaulPass® was responsible for changing the trajectory of the debris monitoring

industry by moving data collection to secure digital platforms, resulting in administrative efficiencies, and ultimately driving costs down. In 2019 HaulPass® was overhauled to introduce a new operating platform and incorporate new technologies. We would be happy to provide the District with a demonstration.

Jeff Cousins, located just 30 minutes from the District's borders, will serve as our primary contact person on this project, as he did for the debris monitoring efforts for Hurricane Irma. His contact information is provided below:

Name: Jeff Cousins
Title: Director, Monitoring Operations
Phone: 954-707-8637
Fax: 813-333-7330
E-mail: jcousins@rostan.com

In closing, we firmly believe that our employees are the most dedicated in the industry. Through our efforts we have helped secure billions of dollars in grant funding opportunities for over 200 clients following more than 50 major disaster declarations in the past 20 years. We are an integrity-driven company with a workforce committed to continued support in benefit of the District. If you should have any questions or require any additional information, please do not hesitate to contact us. We appreciate your fair consideration and strongly desire to continue our working relationship with the District.

Very truly yours,



Sam Rosania
Executive Vice President
Rostan Solutions, LLC



TABLE OF CONTENTS

SECTION 1	FIRM QUALIFICATIONS AND REFERENCES	5
1.1	Rostan Team Profile	6
1.2	References	11
SECTION 2	PAST PROJECT EXPERIENCE	12
2.1	Experience Overview	13
2.2	Past Project Experience	14
2.3	Reimbursement Programs Experience	24
SECTION 3	KEY PERSONNEL	26
3.1	Firm and Project Organizational Structure	27
3.2	Key Personnel	28
3.3	Ability to Handle Scope of Services	30
3.4	Current and Projected Workload/Schedule	30
3.5	Rostan Team Resumes	32
SECTION 4	PROJECT UNDERSTANDING AND APPROACH	43
4.1	Understanding Sunshine Water Control District	44
4.2	Rostan Strategy and Approach	47
4.3	Debris Collection, Management, and Disposal Plan	49
4.4	Additional Related Services	59
SECTION 5	AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)	68
SECTION 6	COST PROPOSAL	74
SECTION 7	REQUIRED FORMS	76
	Byrd Anti-Lobbying Amendment Certification	77
	Drug Free Workplace Certification	78
	Equal Employment Opportunity Certification	79
	Non-Collusion Oath	80
	Good Faith Affidavit	81





DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT



SECTION 1 – FIRM QUALIFICATIONS AND REFERENCES



- 1.1 Rostan Team Profile
- 1.2 References

SUBMITTED BY

ROSTAN SOLUTIONS, LLC
 3433 Lithia Pinecrest Road
 Suite 287
 Valrico, Florida 33596
 Jeff Cousins, Dir., Monitoring Ops
 Office: 813.333.7042
 Mobile: 954.707.8637
 Fax: 813.333.7330
 Email: tmays@rostan.com
 Website: www.rostan.com



1.1 ROSTAN TEAM PROFILE

ROSTAN SOLUTIONS, LLC



Rostan Solutions, LLC (Rostan) is a Florida-based disaster recovery firm tracing its origins to Malcolm Pirnie, Inc. (Malcolm Pirnie). We are a client-focused firm that focuses solely on disaster response and recovery services. We currently employ more than 45 professional services personnel, all of whom maintain firsthand knowledge of federal and state-level policy, compliance, and disaster recovery programs. Our employees have extensive experience interacting with and working in coordination with Federal Emergency Management Agency (FEMA) and National Resources Conservation Service (NRCS), the two most relevant federal agencies responsible for disaster-generated debris collection efforts.

FIRM NAME			
Rostan Solutions, LLC			
FAX		WEBSITE	
813.333.7330		www.rostan.com	
ROSTAN OFFICE LOCATIONS			
3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596			
8282 Goodwood Boulevard, Baton Rouge, LA 70806			
4600 Goer Drive, Suite 200A, North Charleston, SC 29406			
ROSTAN PRINCIPALS [Authorized Negotiators]			
Darius Stankunas President 813.417.0106 dstankunas@rostan.com	Sam Rosania Executive Vice President 813.505.1313 srosania@rostan.com <i>Authorized negotiator for this project.</i>	Travis Mays Vice President 713.823.2002 tmays@rostan.com	Kyle Jones Vice President 225. 202.3637 kjones@rostan.com
YEAR ESTABLISHED	DUNS	SYSTEM FOR AWARD MANAGEMENT [SAM] STATUS	
2006	964990340	Active	

Rostan has proven success in managing recovery programs and meeting complex documentation and records requirements for FEMA reimbursement for all relevant public assistance categories. Rostan employs disaster debris management personnel who have remained consistent throughout the years and together harness more than 150 years of experience in disaster recovery operations.



SUMMARY OF CAPABILITIES

Rostan offers our clients complete disaster preparedness, response and recovery capabilities incorporating client advocacy, timely responsiveness, operational flexibility, creativity, innovation and efficient solutions. Rostan's debris monitoring service offerings are outlined below.

PRE-EVENT SERVICES

DISASTER PREPAREDNESS PLANS

- Debris Management Plans (e.g., for hurricanes, floods, earthquakes, weapons of mass destruction [WMD], etc.)
- Mobilization Plan
- Needs Assessment
- Comprehensive Emergency Management Plans
- Continuity of Operations Plans
- Hazard Mitigation Planning and Annual Progress Reports
- Engineering Response
- Recovery Planning
- Geographic Information Systems (GIS) Capabilities Analysis
- Community Rating System – Flood Response Planning

DEBRIS MANAGEMENT SERVICES

- Available Sites Inventory Research / Permitting
- Debris Management Site (DMS) Baseline Investigations and Regulatory Support
- DMS Environmental Monitoring and Closure Reports

CONTRACTS ADMINISTRATION SUPPORT

- Debris Contractor Procurement Assistance
- Contracts Management
- Storm Debris Collections Contracts Review
- Federal Procurement ["2 CFR Part 200"] Review of Procurement Policy and Contracting Documents

ADDITIONAL SERVICES

- Community Relations for Debris Removal Programs
- Training Workshops and Table-Top Exercises
- Community Flood Insurance Coverage Assessments
- Community Rating System Assessments and Program Facilitation
- Community Resilience Planning and/or Ordinance Review
- Non-Disaster Grant Applications - FMA & PDM
- Vulnerability Assessment and Mitigation Project Identification
- "Pre-Event Audit" of Procurement Policy, Premium/Disaster Pay Provision, and Preparing for Emergency Expense Tracking

POST-EVENT SERVICES

DEBRIS CONTRACTOR MANAGEMENT AND MONITORING

- Contract Administration
- Operations Routing and Mapping
- Debris Contractor Vehicle Certification
- DMS Operations Monitoring
- Quality Assurance (QA) Monitoring (load site and tower QA monitors)
- Waterway Debris and Sediment Removal Monitoring
- Private Property Debris Removal (PPDR) Management
- Demolition Debris Removal Management
- PPDR and Demolition Documentation Management
- DMS Permitting and Close-out
- Data Management and Information Systems Support

PROGRAM MANAGEMENT

- Project Management and Scheduling
- GIS/GPS Interface Support
- Asset Management
- Database Management
- Contractor Invoice Reconciliation
- Property Owner & Construction Contractor Coordination

REGULATORY AND REIMBURSEMENT SUPPORT

- Federal Reimbursement Programs
- FEMA Coordination
- Grant Applications — 404, 406, CDBG
- Reporting and Permitting
- Compliance Monitoring - Federal, State, Local
- Appeals
- Facilitation of Request for Reimbursement from FEMA, State, or other agencies

ADDITIONAL SERVICES

- Damage Assessments of Public Infrastructure
- Substantial Damage Determinations for Public and Private Structures
- Community Rating System Flood Response Facilitation
- Homeowner Outreach/Education (mitigation activities and programs, flood insurance, disaster preparedness)
- Review of Ordinances for adoption of higher standards
- Benefit Cost Analysis
- Cost Share Assistance/Planning

State of Florida

Department of State

I certify from the records of this office that ROSTAN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 30, 2014, effective November 1, 2014.

The document number of this limited liability company is L14000169270.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of February, 2020*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8127047554CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ROSTAN SOLUTIONS, LLC

3433 LITHIA PINECREST ROAD
SUITE 287
VALRICO FL 33596

LICENSE NUMBER: CA30927

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	CONTACT NAME: Wendy Tyree PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: wendyt@lassiterware.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co NAIC # 44520 INSURER B: Progressive Express Ins Co 10193 INSURER C: Crum & Forster Specialty Insurance Co 44520 INSURER D: Travelers Casualty & Surety Co 19038 INSURER E: INSURER F:
INSURED Rostan Solutions, LLC 3433 Lithia Pinecrest Road Suite 287 Valrico FL 33596	

COVERAGES CERTIFICATE NUMBER: 19-20 Cert REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPK128285	09/29/2019	09/29/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractors Pollution Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			011688900	09/29/2019	09/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EFX113491	09/29/2019	09/29/2020	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5J8648191947G	09/29/2019	09/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims-Made)			EPK128285	09/29/2019	09/29/2020	Each Claim \$1,000,000
	Limits included with General Liability						Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

~Evidence of Insurance c/o Rostan Solutions, LLC 3433 Lithia Pinecrest Road Suite 287 Valrico FL 33596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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1.2 REFERENCES

The Rostan team has extensive experience providing disaster recovery consulting services to federal, state and local governments. We believe in remaining involved with our clients until the recovery process is complete. We have many long-term client relationships, and we are humbled by and proud of our references. Provided below are references for relevant projects.

CORAL SPRINGS IMPROVEMENT DISTRICT, FLORIDA



HURRICANE IRMA – FEMA DR-4337	
PROJECT DATE	2017–2018
DEBRIS TYPES TRACKED	Vegetative, Leaners, Hangers, Mulch, Stumps
QUANTITY MONITORED	6,952.20 CY / 489 Leaners / 1,250 Hangers / 7 Stumps
CONTRACT AMOUNT	\$285,000
CONTRACT STATUS	Active
CONTACT	David McIntosh, Director of Utilities Tel: 954-796-6614, Email: davidm@fladistricts.com 10300 NW 11th Manor Coral Springs, FL, 33071

CITY OF COCONUT CREEK, FLORIDA



HURRICANE IRMA – FEMA DR-4337	
PROJECT DATE	2017
DEBRIS TYPES TRACKED	Vegetative, C&D, Mulch
QUANTITY MONITORED	122,256 CY
CONTRACT AMOUNT	\$200,000
CONTRACT STATUS	Active
CONTACT	Jim Berkman, Director of Public Works Tel: 954-956-1415 Fax: 954-545-6621 Email: jberkman@coconutcreek.net 4900 W. Copans Road Coconut Creek, FL 33063

CHARLESTON COUNTY, SOUTH CAROLINA



HURRICANE DORIAN – FEMA DR-4464	
PROJECT DATE	2019–2020
DEBRIS TYPES TRACKED	Vegetative, Leaners, Hangers, Mulch
QUANTITY MONITORED	615,000 CY / 40,000 Tons / 94 Leaners / 5,124 Hangers
CONTRACT AMOUNT	\$1.5 Million
CONTRACT STATUS	Active
CONTACT	Chris Wannamaker, P.E., Stormwater Program Manager Department of Public Works–Stormwater Division Tel: 843-202-7635 Email: cwannamaker@charlestoncounty.org 4045 Bridge View Drive, Suite A301 North Charleston, SC 29405





DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT

SECTION 2 – PAST PROJECT EXPERIENCE

- 2.1 Experience Overview
- 2.2 Past Project Experience
- 2.3 Reimbursement Programs Experience

SUBMITTED BY

ROSTAN SOLUTIONS, LLC
 3433 Lithia Pinecrest Road
 Suite 287
 Valrico, Florida 33596
 Jeff Cousins, Dir., Monitoring Ops
 Office: 813.333.7042
 Mobile: 954.707.8637
 Fax: 813.333.7330
 Email: tmays@rostan.com
 Website: www.rostan.com



2.1 EXPERIENCE OVERVIEW

Rostan has a proven track record of providing disaster debris management services throughout the United States. The projects depicted below, all of which have been completed successfully, summarize our team's experience performing similar services since 2008.

2019		2016	
FLOODING		FLOODING	
LOUISIANA	FEMA DR-4462	LOUISIANA	FEMA DR-4277
West Feliciana Parish		Iberia Parish	
HURRICANE DORIAN		TORNADO	
SOUTH CAROLINA	FEMA DR-4464	VIRGINIA	
Charleston County		Essex County	
TORNADO		2015	
TEXAS		FLOODING	
City of Richardson		SOUTH CAROLINA	FEMA DR-4241
2018		Charleston County	
HURRICANE FLORENCE		ICE STORM	
NORTH CAROLINA	FEMA DR-4393	TENNESSEE	
City of Lumberton	Town of Carolina Beach	Cumberland County	White County
HURRICANE MICHAEL		2014	
FLORIDA	FEMA DR-4399	ICE STORM	
Liberty County		GEORGIA	
2017		Jenkins County	
HURRICANE HARVEY		2012	
TEXAS	FEMA DR-4332	HURRICANE SANDY	
City of Kountze	City of Sour Lake	NEW YORK	
City of Lumberton	Hardin County	FEMA DR-4085	
City of Orange	City of Piney Point Village	USACE NY District/ECC – City of New York	
City of Rose Hill Acres		USACE NY District/ECC – Fire Island	
HURRICANE IRMA		NEW JERSEY	
FLORIDA	FEMA DR-4337	FEMA DR-4086	
Broward County Public Schools	Coral Springs Improvement District	Borough of Bay Head	Borough of Sea Girt
City of Belleair Beach	Martin County	Borough of Bernardsville	Borough of Tinton Falls
City of Belleair Bluffs	New College of Florida	Borough of Highlands	NJDEP – Waterway Debris Monitoring
City of Coconut Creek	Sunshine Water Control District	Borough of Keansburg	Township of Brick
City of Coral Springs	Town of Indian Shores	Borough of Little Silver	Township of Hillside
City of Dania Beach	Town of Palm Beach	Borough of Manasquan	Township of Hopewell
City of Madeira Beach	Town of Redington Shores	Borough of Ocean Gate	Township of Middletown
City of North Port	Town of Sewall's Point	Borough of Point Pleasant Beach	Township of Old Bridge
City of Port St. Lucie	Town of Windermere	Borough of Red Bank	Township of Readington
City of St. Pete Beach	Village of Estero	Borough of Roselle	
City of Winter Springs			
GEORGIA	FEMA DR-4338	2011	
City of Garden City	City of Tybee Island	HURRICANE IRENE	
SOUTH CAROLINA		VIRGINIA	
Charleston County		City of Williamsburg	York County
HURRICANE MARIA		James City County	
COMMONWEALTH OF PUERTO RICO	FEMA DR-4339	EF-5 TORNADO	
USACE Jacksonville District/Xpert's Inc.		MISSOURI	
Puerto Rico Department of Transportation and Public Works (DTOP)		FEMA DR-1980	
Municipality of Camuy, Puerto Rico		USACE KC District – City of Joplin	
2016		EF-5 TORNADO	
HURRICANE MATTHEW		ALABAMA	
FLORIDA	FEMA DR-4283	FEMA DR-1971	
City of Port St. Lucie	Town of Sewall's Point	City of Birmingham	
Martin County		2008	
GEORGIA		HURRICANE IKE	
City of Garden City		TEXAS	
SOUTH CAROLINA		FEMA DR-1791	
Berkeley County	Charleston County	City of Humble	City of Piney Point Village
		City of Nassau Bay	USACE Ft. Worth District – TxDOT
		LOUISIANA	
		FEMA DR-1792	
		USACE New Orleans District – Cameron Parish	
		USACE New Orleans District – Vermillion Parish	

2.2 PAST PROJECT EXPERIENCE

DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE IRMA | FEMA DR-4337 MULTIPLE COMMUNITIES THROUGHOUT FLORIDA | 2017–2019

Hurricane Irma made landfall as a Category 4 hurricane at Cudjoe Key on September 10, 2017. It then proceeded north over the State of Florida causing severe damage throughout the state. As a result, Rostan was activated by 21 municipalities and governmental entities throughout Florida; some that had been long standing clients and others that engaged us in the immediate aftermath of the storm. We are proud to say that we met every existing contractual commitment and also responded to every call we received. As a result, we were able to provide debris monitoring services to a number of new clients, at a time when our competitors were failing to meet contractual obligations. Rostan provided a wide array of debris management services including truck certifications, debris contractor monitoring and documentation of ROW debris removal, tree, limb, and stump removal monitoring, debris reduction monitoring and management, debris management site (DMS) oversight and closure supervision, daily operations



reporting, and hauler invoice reconciliation. Rostan was been responsible for managing and monitoring the removal of over 1,000,000 cubic yards of disaster generated debris from Rights-of-Way throughout the state. The Rostan team monitored debris operations by many of the leading debris hauling firms in the United States. As we do for every debris project we are engaged on, we implemented HaulPass®, our automated debris management system (ADMS) to track each load of debris collected during an event. We are proud to say that the data we gathered was 100% secure – not a single lost data point throughout our work in Florida. In addition, our team of debris management experts always relies on locally hired personnel to serve as debris monitors. We interviewed, trained and hired over 200 local staff. This approach provides an economic benefit to the community and to the many people that had jobs displaced as a result of Hurricane Irma. Additionally, many of our clients also required assistance seeking FEMA reimbursement, a particularly challenging undertaking given FEMA's recent rollout of their new Grants Portal. Rostan provided debris management site summary reports documenting the closure of the sites and consolidating the records necessary for FEMA reimbursement.

HIGHLIGHTED HURRICANE IRMA PROJECTS

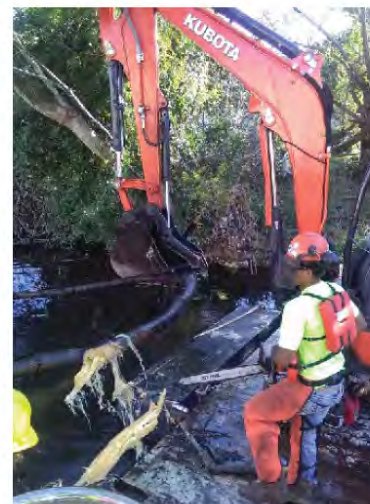
The following projects were highlighted to display the diverse debris monitoring experience that Rostan brings to the table. In our experience, every project is unique and presents a varied set of challenges.

SUNSHINE WATER CONTROL DISTRICT



Following Hurricane Irma, Rostan provided debris monitoring and FEMA reimbursement assistance to Sunshine Water Control District. This project offered a set of unique challenges given that

the District's canals are difficult to access without crossing private property. Mobilization of the debris hauler was delayed as the District sought a determination from the National Resources Conversation Service (NRCS). NRCS indicated that they were unable to fund debris collection. At this point, FEMA was consulted, and debris collection was able to begin. Vegetative debris along the canal Rights-of-Way (ROWs) also posed a serious safety concern, but removing this material was complicated given that access to the canal banks was extremely restricted. To address this issue, the District's debris hauler performed all debris collection from the canal itself using a combination of boats and aquatic equipment. Given the technical challenges and costs associated with this work, it was critical that all debris be identified such that collection could be accomplished in one initial pass. To optimize the debris hauler's effectiveness, Rostan catalogued all ROW debris,



including hazardous leaners and hangers, prior to the hauler mobilizing his crew. Locations were catalogued using an iPad-based application that photo-documented debris and tracked associated GPS. This documentation was critical given the difficulty associated with remobilizing to perform a second pass if residents were to move debris into the ROW after collection had been completed. Debris collection concluded in the 2nd quarter of 2018. Rostan also successfully assisted the District in identifying and seeking reimbursement for over \$20,000 related to canal pumping performed prior to the storm.

Client Contact: Corey Selchan, District Superintendent, 10300 NW 11th Manor, Coral Springs, FL 33071, 954-796-6619, corys@fladistricts.com

CITY OF CORAL SPRINGS, FL



Our work with the City of Coral Springs is representative of the services we provided to our clients throughout the state following Hurricane Irma. Coral Springs is an affluent community that covers an area of approximately 24 square miles with a population of 121,000 people. It is located in Broward County just on the edge of the Everglades. Rostan has served as the City's on-call debris monitor since 2007. Rostan was in communication with the City's Department of Public Works before Hurricane Irma had made landfall in the Keys. Our staff was on the ground the day the storm hit and we began debris monitoring activities on September 12, just two days after the storm had passed. Rostan hired over 85 local staff to serve as debris monitors. Debris monitoring efforts were completed in 66 days and a total of 301,000 cubic yards of storm generated debris was collected. Over 13,000 hazardous limbs and 111 damaged or uprooted trees were also removed. Coral Springs



also engaged Rostan to provide a Debris Call Center to receive and respond to citizen concerns. The information gathered by the Call Center was used to create a daily hotspot checklist that was given to the contractor at the start of each work day. The Call Center removed a significant burden from the DPW staff that were inundated by calls immediately after the storm. Over the course of a three-week period, Rostan fielded more than 1,000 calls from concerned residents.

Client Contact: Rich Michaud, Director, Public Works Administration, 9500 W. Sample Rd., Coral Springs, FL 33065, 954-344-1165, rmichaud@coralsprings.org

BROWARD COUNTY SCHOOL BOARD



Rostan was part of a team that provided debris monitoring services to the Broward County School Board. The Broward County School District (District) is the sixth largest school district in the country and has 234 separate schools and centers, nearly all of which were affected by Hurricane Irma. Following Irma, the District was left with thousands of damaged trees that were either uprooted or had broken limbs that posed a significant risk to school children. The Broward County School Board was tireless in their effort to reopen the schools as quickly as possible to enable families to return to normalcy. Rostan responded immediately and provided debris monitors and HaulPass®, our automated debris management system (ADMS), to track and manage the work performed by the District's contractor. Rostan monitored the removal of damaged limbs from over 6700 trees (hangers) and the removal of 934 uprooted or severely damaged trees (leaners).

Client Contact: Josh Norman, Resilience & Recovery Manager, GP Strategies Corp., 70 Corporate Center, 11000 Broken Land Parkway, Suite 200, Columbia, MD 21044, 972-978-0949, jnorman@gpstrategies.com

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | MULTIPLE PROJECTS CHARLESTON COUNTY, SC | 2015 – ONGOING



HURRICANE DORIAN | FEMA DR-4464 | 615,000 CY • 40,000 TONS

Once again, Charleston County suffered the devastating effects of weather. Following Hurricane Dorian in September 2019, disaster debris recovery efforts were underway. The Rostan team was on the ground prior to storm impact to implement the County's disaster debris management plan as soon as possible.

HURRICANE IRMA | FEMA DR-4346 | 15,800 CY

For the third consecutive year, Charleston County fell victim to the damaging effects of weather. After Hurricane Irma hit in September 2017, disaster debris recovery efforts were underway yet again. The Rostan team was on the ground mere hours after the storm hit to begin implementing the County's disaster debris management plan.

HURRICANE MATTHEW | FEMA DR-4286 | 425,000 CY

While still recovering from the impacts of the 2015 late-season floods, Charleston County was the unfortunate recipient of Hurricane Matthew's initial landfall. Hurricane Matthew profiled the east coast of Florida and Georgia before coming inland in Charleston County near the town of McClellanville. Fortunately for the County, tide sequences welcomed the Hurricane at or near low tide, minimizing the flooding impact. This did not spare the County from dramatic vegetative damage and resulted in the collection of more than 400,000 CY by private contractor, as well as an estimated 100,000 CY collected by municipal and County entities. In addition, Matthew resulted in the removal of more than 18,000 hazardous hanging limbs and trees from major arteries and more densely populated areas. Debris collection, processing, and final haul-out efforts concluded after 112 days. Rostan was activated by the County to provide debris monitoring management services augmented by HaulPass®, our proprietary ADMS system. More than 80 employees were used to collect field data and monitor hauling operations. Debris was processed at three primary DMS sites, all staffed by Rostan personnel. Additionally, five final disposal sites, some more than 75 miles away, were utilized.



FLOODING 2015 | FEMA DR-4241 | 31,500 CY

Following the historic flooding event during October 2015 throughout South Carolina, Rostan was activated by the County to assist in management of debris recovery efforts. Rostan was responsible for managing and monitoring the removal of C&D, white goods, and vegetative debris from the Right-of-Way (ROW) throughout the County. Optimized by our HaulPass® automated debris management system, Rostan provided rapid reconciliation of debris contractor invoices. Along with our team of debris management experts, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area. In total, more than 30,000 cubic yards of debris was removed during a 30-day period.

In addition, Charleston County was faced with the daunting task of restoring and repairing an extensive network of roads and drainage channels. Charleston County maintains hundreds of miles of drainage canals, stormwater ditches, and unpaved roadways, including canals and roads that are listed on the national register of historic places. Charleston County's initial damage survey found that 222 unpaved roads and 219 drainage structures sustained damages. Rostan was tasked with managing the County's disaster recovery efforts and coordinating these efforts with the Federal Emergency Management Agency (FEMA) and South Carolina's Emergency Management Division (SCEMD). This included preparation of required documentation for project worksheets for Category A—Debris Management, Category B—Emergency Protective Measures, Category C—Roads and Bridges, and Category D—Water Control Facilities. To support these efforts, Rostan reconciled multiple County departments' force account expenditures for Public Assistance (PA) emergency work categories.

Client Contact: Chris Wannamaker, P.E., Stormwater Program Manager, Department of Public Works—Stormwater Division, 4045 Bridge View Drive, Suite A301, North Charleston, SC 29405, 843-202-7635, cwannamaker@charlestoncounty.org

**DEBRIS MONITORING SERVICES | 2019 TORNADOS
CITY OF RICHARDSON, TEXAS | 71,000 CY**



In September of 2019, a series of tornados impacted the Dallas/Fort Worth area causing significant destruction. The event was the most devastating natural disaster to impact the Dallas/Fort-Worth area in recent record. A substantial portion of the City of Richardson, Texas was severely impacted by the tornados. Entire houses were destroyed in multiple neighborhoods and municipal forces were overwhelmed with debris.



Rostan was contracted to provide debris monitoring services for the City of Richardson, Texas. The City of Richardson is in an affluent area of the Dallas metroplex, and is comprised of over 28 square miles with a population of over 120,000 residents. The affected area was located primarily in the southwestern portion of the city. A total of 918 truckloads of debris amounting to over 59,000 cubic yards was collected and hauled to disposal facilities. Additionally, 145 truckloads of reduced vegetative debris totaling over 11,000 cubic yards was hauled to disposal facilities.

Client Contact: Travis Switzer, Assistant Director, Public Services Department, 1260 Columbia Drive, Richardson, TX 75081, 972-744-4402, Travis.Switzer@cor.gov

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE MICHAEL
FEMA DR-4399 | LIBERTY COUNTY, FL | 525,000 CY | 2018-2019**



Liberty County, located in the Florida Panhandle and comprised of more than 840 square miles, is the least densely populated county in the State with slightly more than 8,000 residents. This, coupled with an extensive road network of nearly 1000 center-line miles, created a unique set of challenges. Within days of Hurricane Michael Rostan's management team was on the ground hiring monitors and certifying haul trucks. Nearly 100 local monitors were hired and trained, more than 525,000 cubic yards of debris collected, and more than 32,000 hazardous trees and limbs removed.



Client Contact: Rhonda Lewis, Emergency Management Director, Liberty County Emergency Management, 10979 NW Spring Street, Bristol, FL 32321, 850-643-2339, Lcem@gtcom.net

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE FLORENCE
FEMA DR-4393 | CITY OF LUMBERTON, NC | 45,000 CY • 4,300 TONS | 2018-2019**



The City of Lumberton is located within the state's Coastal Plains on the Lumber River in Robeson County, North Carolina. The City serves as the Seat of the County and sits in the heart of the Lumber River State Park system. The Lumber River is part of the Pee Dee River watershed and serves as water drainage upstream of Lumberton for four other North Carolina Counties. The City has a total area of 15.8 square miles, of which 15.7 square miles are land and 0.1 square mile is water. The City fell victim to extreme local rainfall and to the Lumber River swelling resulting in extensive flooding during Hurricane Matthew and unfortunately once again during Hurricane Florence. Furthermore, much of the city suffered from significant tree damage as



a result of Hurricane Florence's sustained winds. As a result of massive waterflow and winds the interior waterway systems of the City acquired significant debris snags and blockages further endangering the local populous and properties. Within 24 hours of the City requesting Rostan's assistance, multiple of Rostan's senior level personnel converged on the city to render aid. Within 36 hours local team members had begun training, trucks had been certified and ROW debris removal operations commenced. Over 45,000 CY of vegetative and reduced vegetative material was removed from the City ROW's and Public Property including an extensive public park system and public waterways. Furthermore, over 1,000 tons of C&D were removed from these locations. Over 450 public trees were removed and/or mitigated as a public safety hazard.

Client Contact: Robert Armstrong, Director, Public Works Department, 215 S Cedar St, Lumberton, NC 28358, 910-671-3851, rarmstrong@ci.lumberton.nc.us

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE FLORENCE | FEMA DR-4393 | TOWN OF CAROLINA BEACH, NC | 29,000 CY | 2018 – 2019



Carolina Beach, NC is a town with of over 6,000 people and 2.2 square miles of land area. The town is an island beach community located on the east border of New Hanover County. In September of 2018 Hurricane Florence threatened the Carolina coast as a category 4 major hurricane. Thankfully, wind shear caused the storm to gradually deteriorate and drop down to a category 1 storm before making landfall. Unfortunately, the storm stalled as it emerged on the coast causing long periods of sustained hurricane winds and historic rainfall resulting in extensive wind and flooding damage throughout the Town of Carolina Beach. Rostan was activated by the Town to assist in management of debris recovery efforts. Rostan was responsible for managing and monitoring the removal of C&D and vegetative debris from the Right-of-Way (ROW) throughout the Town. Optimized by our HaulPass® automated debris management system, Rostan provided rapid reconciliation of debris contractor invoices. Along with our team of debris management experts, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area. In total, more than 29,000 cubic yards of debris was removed during a 60-day period. Following the completion of all debris-related activities, rostan also assisted the Town with the documentation of the project worksheet for FEMA's Public Assistance ("P.A.") program. In addition, the Town requested that Rostan assist with several programmatically-complex tasks including the review and editing of a procurement package for debris hauling, a comprehensive review of the Town's "Disaster" Pay Policy, and to provide as-needed technical support on the Town's P.A. Alternative Procedures Pilot Program ["428"] project to improve the municipal marina.

Client Contact: Brian Stanberry, Director, Public Works Department, 1121 N. Lake Park Blvd., Carolina Beach, NC 28428, Phone: 910-458-8291, Fax: 910-458-2997, brian.stanberry@carolinabeach.org

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE MARIA | FEMA DR-4339 | DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTOP), PUERTO RICO | 2018–2019 | 215,000 CM



In September of 2017, Hurricane Maria severely impacted the US Territory of Puerto Rico. Maria was the most devastating natural disaster to impact the island in recent record. The entire island was left without power, traditional communications were limited, and available water resources were scarce. Rostan was contracted to provide debris monitoring services for the Department of Transportation and Public Works (DTOP) Puerto Rico in a partnership with Xpert's, Inc. Rostan was tasked with overseeing debris monitoring operations for 19 different prime contractors operating simultaneously in 24 subregions across the island of Puerto Rico. More than 600 equipment certifications were completed, and more than 13,000 truckloads totaling over 215,000 cubic meters of landslide debris was collected and hauled to more



than 20 temporary and final disposal facilities. Rostan also individually tracked and photographed the reduction and removal of over 2,300 hazardous boulders created by landslides. Rostan and Xpert's successfully trained and managed more than 150 debris monitors with Rostan's proprietary HaulPass® ADMS equipment.

Client Contact: Alberto J. Gonzalez, President, Xpert's Inc., Suite # 213 Mai Center 2000 Kennedy Ave. San Juan PR 00920, 787-273-0303, alberto@xpertsinc.com

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE MARIA | FEMA DR-4339 | MUNICIPIO DE CAMUY, PUERTO RICO | 2018 | 12,600 CY



In September of 2017, Hurricane Maria severely impacted the US Territory of Puerto Rico. Maria was the most devastating natural disaster to impact the island in recent record. Rostan was contracted to provide debris monitoring services for the Municipality of Camuy, Puerto Rico in a partnership with Xpert's, Inc. The Municipality of Camuy is subdivided into 13 main districts comprising over 61 square miles with a population of over 35,000 residents. More than 600 truckloads totaling over 12,000 cubic yards of debris was collected and hauled to disposal facilities.



Client Contact: Alberto J. Gonzalez, President, Xpert's Inc., Suite # 213 Mai Center 2000 Kennedy Ave. San Juan PR 00920, 787-273-0303, alberto@xpertsinc.com

AUTOMATED DEBRIS MANAGEMENT SYSTEM | HURRICANE MARIA | FEMA DR-4339 | XPERT'S INC./US ARMY CORPS OF ENGINEERS | 5.9 MILLION CY | 2017-2018



In September of 2017, Hurricane Maria severely impacted the US Territory of Puerto Rico. Maria was the most devastating natural disaster to impact the island in recent record. The entire island was left without power, traditional communications were limited, and available water resources were scarce. Rostan deployed a lead team and essential gear mere days after impact. Rostan was contracted to provide ADMS services on behalf of Xpert's Inc. following their mission assignment by USACE. On October 12, 2017 debris removal operations were officially underway. Rostan fully deployed HaulPass® on day one of operations. More than 1,695 equipment certifications were completed and more than 5.9 million cubic yards of debris was collected. Rostan supported Xpert's efforts to receive debris at more than 60 temporary and final disposal facilities, and to equip more than 250 field QCs with ADMS equipment.

Client Contact: John G. Fogarty, P.E., Debris SME/Resident Engineer, U.S. Army Corps of Engineers, 7400 Leake Avenue, New Orleans, LA 70118, 504-628-5054, John.G.Fogarty@usace.army.mil

PUBLIC ASSISTANCE, GRANTS FUNDING, AND DEBRIS MANAGEMENT SERVICES | HURRICANE IRMA | FEMA DR-4337 | CITY OF NORTH PORT, FL | 48,000 CY | 2017 - ONGOING



North Port, FL is a city of over 60,000 people and 100 square miles, located on the southeastern border of Sarasota County. Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City's standby debris monitoring contract in 2014, Rostan, utilizing its proprietary HaulPass® Automated Debris Monitoring System ("ADMS"), served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to

complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission of project worksheets (“P.W.s”) for both “emergency” and “permanent” work under FEMA’s Public Assistance (“P.A.”) program. In addition, though outside the scope of Rostan’s engagement with the City, Rostan staff provided no-cost support to the City to help it secure an \$800,000.00 Hazard Mitigation Grant Program (“HMGP”) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.

Client Contact: [Monica Bramble, Assistant Director, Department of Public Works, 1100 N. Chamberlain Blvd., North Port, FL 34286, 941-240-8060, mbramble@cityofnorthport.com](mailto:mbramble@cityofnorthport.com)

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | MULTIPLE PROJECTS
MARTIN COUNTY, FL | 2016–2017**



HURRICANE IRMA | FEMA DR-4337 | 175,000 CY

For the second year in a row, Martin County, FL suffered substantial damages from a hurricane when Hurricane Irma made landfall in September of 2017. Rostan deployed equipment and personnel immediately following the County’s request to support debris removal operations. In total, more than 175,000 cubic yards of debris were collected from eligible ROWs.

HURRICANE MATTHEW | FEMA DR-4283 | 155,000 CY

Following Hurricane Matthew in October of 2016 Rostan was activated to provide an array of debris management services including truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site oversight and daily operations reporting. Rostan was responsible for managing and monitoring the removal of 155,000 cubic yards of vegetative debris from the ROW in Martin County. Operations covered approximately 543 square miles of public ROW’s. Rostan personnel were assigned to monitor and document work performed by contracted services at Hobe Sound DMS, as well as to verify final disposition of mulch at the Mike Marburger Recycling Facility and the Citrus Grove site in St. Lucie County.

Optimized by HaulPass®, our automated debris management system, Rostan also provided timely reconciliation of contractor invoices. Rostan also provided Public Assistance program guidance consultations related to eligible reimbursements for the debris recovery operation. In addition, Rostan provided debris management site summary reports documenting the closure of the sites and consolidating the records necessary for FEMA reimbursement.



Client Contact: [James Gorton, Deputy Director, Public Works Department, 2151 SE Aviation Way, Stuart, FL 34996, 772-219-4905, jgorton@martin.fl.us](mailto:jgorton@martin.fl.us)

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE HARVEY | FEMA DR-4332
MULTIPLE MUNICIPALITIES THROUGHOUT TEXAS | 2017–2018**

Hurricane Harvey made initial landfall as a Category 4 hurricane at San José Island, Texas on August 25, 2018. Harvey was downgraded to a tropical storm as it stalled near the coastline of the state, dropping torrential and unprecedented amounts of rainfall. In a 4-day period, many areas received more than 40 inches of rain as the system slowly crossed over eastern Texas, ultimately dissipating as it made its final landfall near the Texas-Louisiana border. As a result, Rostan was activated by 7 clients in the State of Texas:

- | | | | |
|-------------------|-------------------|------------------------|----------------------------|
| City of Kountze | City of Orange | Hardin County | Village of Rose Hill Acres |
| City of Lumberton | City of Sour Lake | Village of Piney Point | |



Rostan provided a wide array of debris management services including truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site (DMS) oversight, daily operations reporting and hauler invoice reconciliation. Rostan was responsible for managing and monitoring the removal of over 550,000 cubic yards of construction and demolition (C&D) debris from Rights-of-Way (ROWs) throughout the state. As we do for every debris project we are engaged on, we implemented HaulPass®, our automated debris management system (ADMS) to track each load of debris collected during the event. We are proud to say that the data we gathered was

100% secure – not a single lost data point throughout our work in Texas. In addition, our team of debris management experts always relies on locally hired personnel to serve as debris monitors. We interviewed, trained and hired over 75 local staff. This approach provides an economic benefit to many people that had jobs displaced as a result of Hurricane Harvey.

For Hardin County, our services included monitoring and tracking collection of C&D and white goods. For the Cities of Kountze, Lumberton, Rose Hill Acres, Piney Point. and Sour Lake, monitoring was limited to C&D. For the City of Orange, we also tracked collection of household hazardous waste.

City of Orange Client Contact: Lee Anne Brown, Deputy Fire Chief/EMC, City of Orange Fire Department, 501 N. 7th Street, Orange, TX 77630, 409-988-7359, lbrown@orangefd.com

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE MATTHEW | FEMA DR-4284 | 23,700 CY
THE CITY OF GARDEN CITY, GA | 2016–2018**



Rostan was hired by Garden City, GA in October 2016 following the significant impact of Hurricane Matthew along the Georgia coast. Garden City, though small in geographic area, suffered sizable damages. Rostan was tasked initially with providing debris monitoring and field support services. Over the course of 30 days, more than 23,000 cubic yards of debris was collected within the 14.3 square mile municipal boundary. Debris volumes were further amplified considering a sizeable portion of the City was dedicated to commercial establishments, therefore not requiring debris collection efforts. The City contains slightly less than 4,000 households, meaning there was roughly 6 CY of debris generated per household. Rostan utilized its proprietary ADMS HaulPass® to track all debris removal efforts, expediting contractor invoice reconciliation and requests for reimbursement.



Rostan was additionally tasked with assisting the City with all public assistance (PA) efforts including identifying damages to City infrastructure and pursuing reimbursement for restoration measures and mitigation alternatives. Rostan has been integral in developing multiple HMGP pre-applications.

Client Contact: Ronald Feldner, City Manager, 100 Central Avenue, Garden City, GA 31405, 912-966-7777, rfeldner@gardencity-ga.gov

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE MATTHEW | FEMA DR-4283 | 110,000 CY
THE CITY OF PORT ST. LUCIE, FL | 2016–2017**



Rostan/CapTec was the secondary Stand-by Debris Monitoring firm for the City of Port St. Lucie. Following Hurricane Matthew in October of 2016, Rostan/CapTec was activated to provide monitoring services because the primary firm did not mobilize to assist the City. Upon activation Rostan immediately deployed a management and monitoring team to come to the aid of the City.

Rostan was responsible for managing and monitoring the removal of 110,000 cubic yards of vegetative debris from the right-of-way, parks and City drainage systems. Monitoring operations also involved the removal of over 5,000 hanging limbs and 475 hazardous

leaning trees, as well as oversight of debris reduction operation at the debris management site and the haul out of mulch to final disposition. Rostan monitoring tasks included but were not limited to truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site oversight, daily operations reporting and debris contractor invoice reconciliation utilizing our HaulPass® automated debris management system.

Client Contact: Gary Jones, P.E., CapTec Engineering, Inc., 301 NW Flagler Avenue, Stuart, FL 34994, 772-692-4344, gjones@gocaptec.com

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE MATTHEW FEMA DR-4286 | 58,000 CY | BERKELEY COUNTY, SC | 2016



In October, 2016, while still recovering from the impacts of the severe flooding that occurred in late 2015 (FEMA 4241), Berkeley County was hit by Hurricane Matthew. Hurricane Matthew skirted the southeastern coast of the United States before coming inland in Charleston County near the town of McClellanville, SC less than ten miles from the Berkeley County border. While Berkeley County did not experience the damages that some coastal communities felt, the County was still buffeted by winds in excess of 75 mph and vegetative damage occurred throughout the county and resulted in the collection of more than 58,000 CY of vegetative debris by private contractor and County forces. In addition, more than 1,800 hazardous hanging limbs and trees were removed from major arteries and more densely populated areas. Debris collection, processing, and final haul-out efforts concluded after 61 days. Rostan was activated by the County to provide debris monitoring management services augmented by HaulPass®, our proprietary ADMS system. More than 30 Rostan employees, many of whom were local hires that reside in Berkeley County, were used to collect field data and monitor hauling operations. Debris was processed at the County's debris management site located at the Berkeley County Landfill which was staffed by Rostan personnel.



Client Contact: Josh Norman, Resilience & Recovery Manager, GP Strategies Corp., 70 Corporate Center, 11000 Broken Land Parkway, Suite 200, Columbia, MD 21044, 972-978-0949, jnorman@gpstrategies.com

DEBRIS MONITORING AND MANAGEMENT SERVICES | TORNADO ESSEX COUNTY, VA | 7,400 CY | 2016



Subsequent to a series of devastating tornadoes which impacted multiple counties across central Virginia on February 24, 2016, Rostan provided a range of debris removal monitoring services including truck certification, monitoring and documentation of ROW debris removal, debris management site (DMS) oversight, daily operations informational summaries, and DMS and project closeout reporting. In addition, we successfully provided guidance to the County related to obtaining reimbursements from state and federal agencies, including the Federal Emergency Management Agency (FEMA), relating to the eligible costs arising from the disaster recovery effort.



Rostan was responsible for managing and monitoring the removal of over 7,400 cubic yards of debris hauled to two DMS locations. The operation was further streamlined through the use of the HaulPass® automated debris management system, which provided near real-time reporting regarding debris removal field operations.

Client Contact: Stephen Geissler, Executive Director, VPPSA [Virginia Peninsulas Public Service Authority], 475 McLaws Circle, Suite 3B, Williamsburg, Virginia 23185, 757-800-3535, Fax: 757-259-9855, SBGeissler@vppsa.org

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | ICE STORM | FEMA DR-4211 | 700,000 CY
CUMBERLAND COUNTY, TN | 2015-2016**



After the severe ice storms which occurred across the State of Tennessee in February 2015, Cumberland County was among 45 Tennessee Counties to receive a major disaster declaration. Rostan was responsible for managing and monitoring the removal of 700,000 cubic yards of vegetative debris from the Right-of-Way (ROW) throughout the County. Operations covered approximately 685 square miles of public ROW. Rostan also provided oversight of debris reduction grinding and chipping, as well as the haul-out of reduced vegetative debris to final disposition. Optimized by our HaulPass® automated debris management system, Rostan provided unprecedented rapid reconciliation of debris contractor invoices. As is common in Rostan's approach to disaster response and recovery services, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area.



Rostan provided an array of post-disaster debris management services including truck certification, ROW debris removal monitoring and documentation, debris reduction monitoring and management, debris management site (DMS) oversight, daily operations informational summaries, as well as DMS and project closeout reporting. Rostan provided assistance to the County in its reimbursement efforts from the state and federal agencies, including the Federal Emergency Management Agency (FEMA), relating to the eligible costs arising from the disaster recovery effort.

Client Contact: B. Nathan Brock, Finance Director, 2 North Main Street, Suite 303, Crossville, TN 38555, 931-484-8212, finance@cumberlandcountyttn.gov

**DEBRIS MANAGEMENT AND MONITORING OPERATIONS | ICE STORM | FEMA DR-4211 | 135,000 CY
WHITE COUNTY, TN | 2015**



Subsequent to the severe ice storms which impacted the State of Tennessee in February 2015, White County was among 45 Tennessee Counties to receive a major disaster declaration. Rostan was responsible for managing and monitoring the removal of 135,000 cubic yards of vegetative debris from the ROW in White County. Operations covered approximately 377 square miles of public ROW. Monitoring operations also involved oversight of debris reduction by open burning, as well as grinding and chipping, and the haul out of reduced vegetative debris to final disposition. Optimized by our HaulPass® automated debris management system, Rostan also provided unprecedented rapid reconciliation of debris contractor invoices. As is common in Rostan's approach to disaster response and recovery services, local personnel were interviewed, hired and trained to enhance economic recovery of the affected area.



Rostan provided an array of debris management services including truck certification, monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site (DMS) oversight, daily operations informational summaries, and DMS and project closeout reporting. In addition, we successfully provided guidance to the County related to obtaining reimbursements from state and federal agencies, including FEMA, relating to the eligible costs arising from the disaster recovery effort.

Client Contact: Denny Wayne Robinson, County Executive, 1 East Bockman Way, Room 205, Sparta, TN 38583, 931-836-3203, executive@whitecountyttn.gov

2.3 REIMBURSEMENT PROGRAMS EXPERIENCE



Over the years, we have sought and secured more than \$5 billion dollars in grant funding for our clients. This includes funding through FEMA's PA and HMGP programs, FHWA, HUD CDBG grants, and NRCS.

We take great care to ensure that our data collection and documentation efforts are secure, complete, and done in accordance with the guidance and policies of the appropriate funding agency. This includes continuing education efforts and ensuring that our decision-making personnel are up to speed with disaster-specific policies and guidance. For example, FEMA is using a new PA grants portal in an effort to expedite funding obligations by creating a web-based, standardized project formulation tool that is accessible to

subgrantees. Rostan used this tool for a client in Georgia following Hurricane Matthew before it was rolled out nationally during the 2017 hurricane season. We are currently utilizing it to assist many of our debris monitoring clients pursue reimbursement funding for their debris collection and other force account emergency expenditures.

We are not aware of any completed reimbursement pursuits that did not result in our client recovering appropriate reimbursement funding for projects completed under our direction or authority. Additionally, we are not aware of any funds surrendered due to audit findings, lawsuits resulting from our actions, or disputes resulting from debris monitoring or reimbursement services provided to past or current clients.

REIMBURSEMENT PROGRAM EXAMPLES

The below table represents relevant projects which highlight Rostan's reimbursement programs experience:

CLIENT	PROJECT	DATE	DESCRIPTION	PROJECT COST
City of North Port, FL	Hurricane Irma FEMA DR-4337 Public Assistance, Grants Funding, and Debris Management Services	2017–Present	North Port, FL is a city of over 60,000 people and 100 square miles, located on the southeastern border of Sarasota County. Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City's standby debris monitoring contract in 2014, Rostan, utilizing its proprietary HaulPass® Automated Debris Monitoring System ("ADMS"), served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets ("P.W.s") for both "emergency" and "permanent" work under FEMA's Public Assistance ("P.A.") program. In addition, though outside the scope of Rostan's engagement with the City, Rostan staff provided no-cost support to the City in helping it secure an \$800,000.00 Hazard Mitigation Grant Program ("HMGP") grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.	\$800,000



CLIENT	PROJECT	DATE	DESCRIPTION	PROJECT COST
Group Health Cooperative of South Central Wisconsin	Severe Storms, Tornadoes, Straight-Line Winds, Flooding & Landslides FEMA DR-4402 Public Assistance and Related FEMA Program Support	2018–Present	The Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) operates a six-facility medical care cooperative in the Madison/Dane County, Wisconsin area. In August of 2018, heavy rain and thunderstorms caused flooding that severely damaged one of GHC-SCW’s medical facilities, completely inundating the lowest floor of the building and resulting in the loss of all equipment, supplies, and infrastructure in that area. Rostan’s team coordinated closely with GHC-SCW’s Compliance Department and leadership to organize an approach to submitting GHC-SCW’s damage and costs to FEMA’s Public Assistance (“P.A.”) program that resulted in the construction of a new, above-ground wing of the facility and the mitigation of several key mechanical, electrical, and other critical functions. Rostan also drafted several justification packages to successfully advocate for nearly \$2,000,000.00 in replacement and upgraded medical equipment as well as the reimbursement of over \$750,000.00 in emergency remediation costs initially deemed ineligible for FEMA funding. The final administrative aspects of the project are slated to be completed by July of 2020.	\$8,900,000
Texas City Independent School District, Texas City, TX	Hurricane Harvey FEMA-DR-4332 Public Assistance, Grants Funding, and Related FEMA Program Support	2017–Present	Texas City Independent School District has 14 schools and nearly 9,000 students in 78.31 square miles of La Marque and Texas City. In August 2017, Texas sustained hurricane-force winds and heavy rains for a record number of days. Hurricane Harvey made landfall, causing coastal storm surge, flooding rivers and destroying homes, businesses, public and critical infrastructure as well as roads and bridges across central and southern Texas. Engaged by TCISD, Rostan monitored the remediation contractor to facilitate the emergency protective measures required for stabilization of the three LaMarque schools flooded during the Hurricane impacts. Rostan is providing expert guidance relating to the FEMA Public Assistance (PA) program and the FEMA 404 Hazard Mitigation Grant Program (HMGP). Rostan is also providing grant accounting and administrative support with regard to disaster grants pursuits and reimbursement. Rostan works closely with the TCISD Public Adjuster to ensure that FEMA and Insurance claims are coordinated, and appropriate funding is obtained for eligible costs.	\$23,000,000
City of Brenham, TX	Severe Storms and Flooding FEMA DR-4269, FEMA DR-4272 Hurricane Harvey FEMA DR-4332 Public Assistance, Hazard Mitigation, and FEMA Appeal Support	2018–2019	Rostan was procured by the City of Brenham, Texas to assist with three open Stafford Act Declarations where over 25 individual projects were stalled with little to no momentum. Rostan’s Technical Services team quickly and efficiently immersed themselves in the City’s Public Assistance (“P.A.”) project workseets (“P.W.s”) and developed a plan of action for the City to review and provide comment. Following City approval, Rostan’s team strategically categorized the City’s P.W.s in a triage-based approach to resolution. Working together, the City and Rostan negotiated with FEMA to initially achieve incremental gains, and ultimately, favorable resolutions for several critical City P.W.s across multiple disaster declarations. Rostan and the City successfully utilized the FEMA P.A. Appeals Process to recover funds on multiple projects, and where P.A. funding wasn’t achievable, Rostan’s team rehabilitated Benefit-Cost Analyses (“BCAs”) for three different projects diverted to the Hazard Mitigation Grant Program (“HMGP”), securing over \$1.2 million in federal disaster recovery funds for waste water and flood control hazard mitigation. The City and Rostan continue to engage and collaborate with FEMA and the Texas Division of Emergency Management (“TDEM”) on over \$2.5 million dollars in pending funding requests.	\$3,500,000





DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT

SECTION 3 – KEY PERSONNEL

- 3.1 Firm and Project Organizational Structure
- 3.2 Key Personnel
- 3.3 Ability to Handle Scope of Services
- 3.4 Current and Projected Workload / Schedule
- 3.5 Rostan Team Resumes

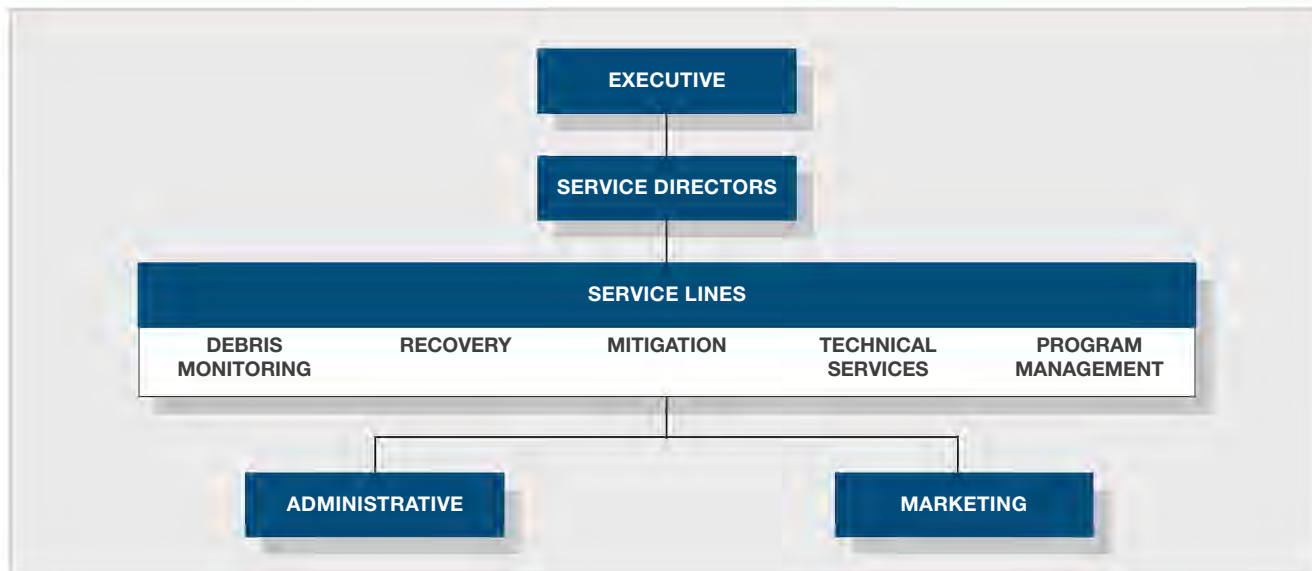
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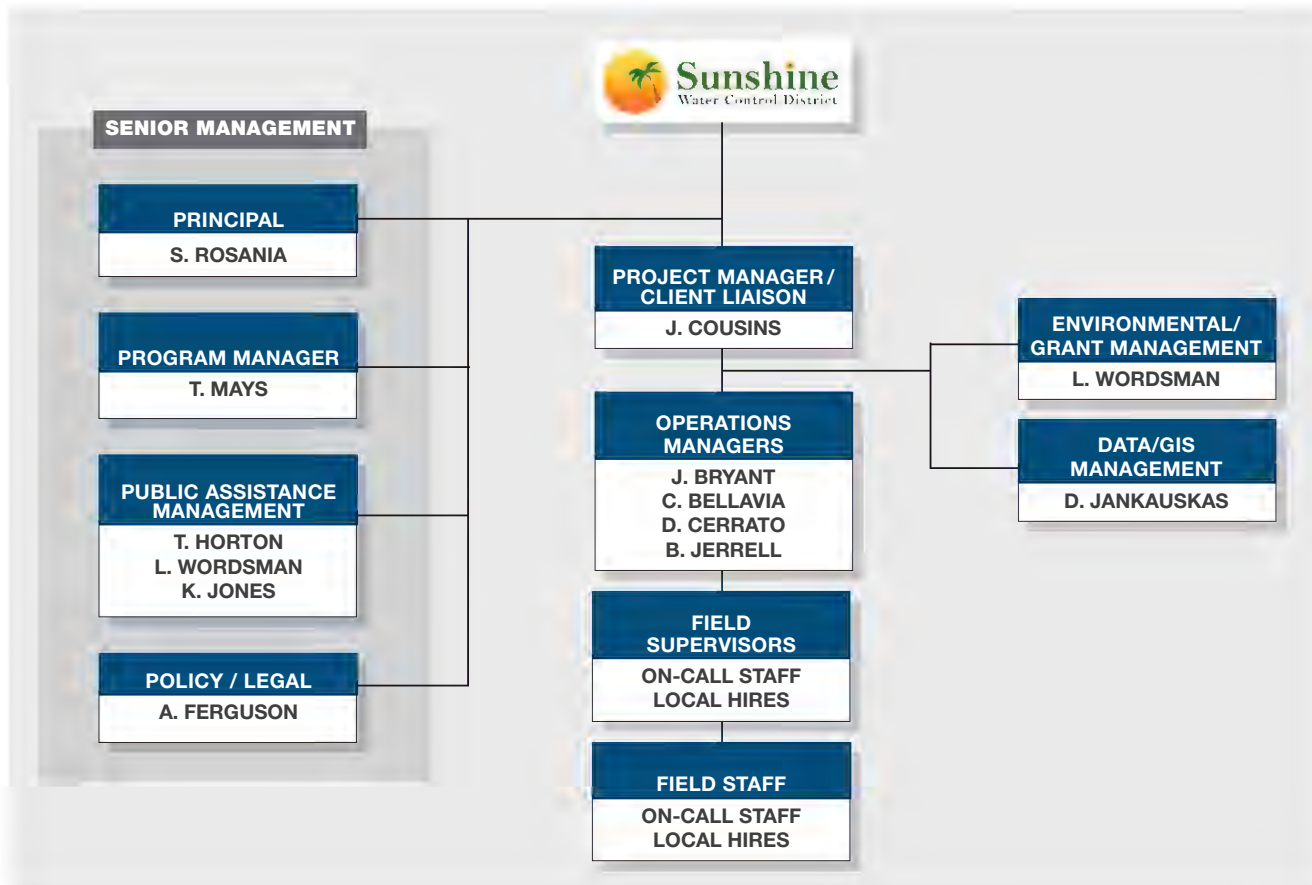
3.1 FIRM AND PROJECT ORGANIZATIONAL STRUCTURE

FIRM ORGANIZATIONAL STRUCTURE



PROJECT ORGANIZATIONAL STRUCTURE

The Rostan team is organized to perform as a unified team to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of experts with the qualifications and experience needed for this project. This organizational structure provides the District with a defined leadership and communication structure.



3.2 KEY PERSONNEL



Rostan has reviewed the scope of services for this project and assembled a project team consisting of highly competent professional staff with the experience and technical capabilities necessary to implement a project of this scope and manage it to successful completion. Our experience is that the key to an expeditious recovery includes careful planning and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices, and our understanding of current regulations.

Rostan believes that maintaining close communications with the District, contractors, and state/federal stakeholders provides for efficient recovery management. We also believe that utilizing local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Our team has been organized to best meet the needs of the District, so that we can quickly, efficiently, and cost effectively execute the project tasks that the District requires. All key personnel assigned to this project are full-time Rostan staff and have considerable

experience managing and supporting large-scale debris collection operations. Some of these projects are mentioned briefly below.

SAM ROSANIA: PRINCIPAL • EXECUTIVE VICE PRESIDENT

Mr. Rosania will serve the District as Rostan's Project Principal. He is the Executive Vice President of Rostan and has more than 35 years of experience working for the public and the private sector. Mr. Rosania's areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan and has fulfilled an advisory and support role on every debris monitoring project since Rostan was founded.

TRAVIS MAYS: PROGRAM MANAGER

Mr. Mays serves as Rostan's Debris Programs Manager. He has 12 years of experience and has personally led the management of some of Rostan's largest debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011. He has been on staff with Rostan since 2008.

JEFF COUSINS: PROJECT MANAGER • CLIENT LIAISON

Mr. Cousins will serve as liaison between Rostan and the District. He has 16 years of experience managing debris monitoring and disaster recovery projects for clients at the local, state, and federal level. Mr. Cousins serves as Rostan's Director of Monitoring Operations and is intimately familiar with the scope of services anticipated for this project, having served the District following Hurricane Irma. In addition to numerous other clients, he has managed large-scale projects for clients including New Jersey Department of Environmental Protection, Cumberland County, TN, and Liberty County, FL. Mr. Cousins has an array of experience managing ROW debris removal; leaner, hanger, and hazardous stump removal; waterways debris removal, demolition and PPDR operations from startup to closeout. He has been on staff with Rostan since 2004.

TOMMY HORTON: FEMA PROJECT CONSULTANT

Mr. Horton has 27 years of experience as a disaster recovery consultant. He works with municipalities to identify hazards and vulnerabilities in order to identify recovery strategies. Mr. Horton is a recognized expert in FEMA, HUD, FHWA, and DHS programs. He has been on staff with Rostan since 2008.

LEE WORDSMAN: GRANT SPECIALIST • ENVIRONMENTAL SPECIALIST

Mr. Wordsman has nearly 30 years of experience related to regulatory compliance and permitting, debris removal monitoring, and

public assistance support. He has been with Rostan since 2012 and is currently overseeing Public Assistance Policy compliance for our Hurricane Irma, Maria, Florence, and Michael clients, including Sunshine Water Control District.

JORDAN BRYANT: OPERATIONS MANAGER

Mr. Bryant has 14 years of disaster recovery management experience. He has specialized in debris management since early 2006. Mr. Bryant is an expert in multiple aspects of disaster recovery including waterborne- and land-based debris removal efforts, private property demolition, hiring, training and staff management, and project data management. He has experience working within large-scale projects including our USACE/Xpert's mission in Puerto Rico, Puerto Rico Department of Public Works and Transportation (DTOP), Cumberland County, TN, New Jersey Department of Environmental Protection, and Township of Brick, NJ. Mr. Bryant has extensive experience in debris monitoring, ADMS system support, and FEMA reimbursement support. He has been on staff with Rostan since 2006.

CHRIS BELLAVIA: OPERATIONS MANAGER

Mr. Bellavia has 8 years of experience and has served as Operations Manager supporting disaster recovery efforts throughout the country. He led kick-off of debris monitoring and management operations for the City of North Port following Hurricane Irma. Additionally, he served as Technical Services Manager for the 5.9 million cubic yard debris monitoring project for the U.S. Army Corps mission throughout Puerto Rico following Hurricane Maria. Mr. Bellavia has been involved in additional large-scale projects including Liberty County, FL, Charleston County, SC, Township of Brick, NJ, and New Jersey Department of Environmental Protection. He has been on staff with Rostan since 2012.

DEVIN CERRATO: OPERATIONS MANAGER

Mr. Cerrato has a degree in business administration and has served as operations manager for Rostan on multiple projects including for USACE, Puerto Rico Department of Transportation, Liberty County, FL, and most recently Charleston County, SC. He is technically advanced and serves as one of our leading HaulPass® technicians. Mr. Cerrato is in his third year of service with Rostan.

BRANDON JERRELL: OPERATIONS MANAGER

Mr. Jerrell joined the Rostan Team following the aftermath of Hurricane Harvey. He immediately earned the rank of Operations Manager and went on to work as an integral part of our technical support team during our USACE mission in Puerto Rico in the wake of Hurricane Maria. Most recently, Mr. Jerrell led operations management in Carolina Beach and Lumberton, NC following Hurricane Florence, spearheading the waterways debris removal phase in Lumberton. He has been on staff with Rostan since 2017.

ADAM FERGUSON: SENIOR CONSULTANT | POLICY

Mr. Ferguson has over 12 years of experience in disaster recovery, mitigation, and grants management. He acts as a Senior Programmatic Specialist and Project Manager for Disaster Recovery Operations supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

DENISE JANKAUSKAS: DATA MANAGER

Ms. Jankauskas has worked for Rostan since 2012 and has 8 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her background in graphics and design enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards. She has been involved in the data management of ROW debris removal involving special waste such as HHW and ACM; leaner, hanger, and stump removal; waterways debris removal; demolition and PPDR programs. Ms. Jankauskas has performed data management and reporting functions for large-scale clients including New Jersey Department of Environmental Protection, Township of Brick, NJ, Cumberland County, TN, Charleston County, SC, USACE/Xpert's in Puerto Rico, and Liberty County, FL, as well as numerous additional clients. She has been on staff with Rostan since 2012.

For more detailed information, resumes of these key individuals, as well as others anticipated to serve the District can be found in Section 3.5.

3.3 ABILITY TO HANDLE SCOPE OF SERVICES

In 2017, following Hurricanes Harvey, Irma, and Maria, Rostan was engaged by more clients concurrently than we had ever been in the history of the company. While at times stressful, we found solace knowing that our pursuit approach would leave us with a workload capacity buffer even in the most extreme circumstances. Debris monitoring clients alone activated 32 contracts in South Carolina, Georgia, Florida, Texas, and Puerto Rico. We were able to respond to every client, within the time-frame requested, and with the resources necessary to administer the projects to closeout. Since that time, the number of Rostan employees has nearly doubled. As our workload capacity has increased, we have continued to pursue standby opportunities while remaining mindful of the capacity buffer that was so critical to the success of our projects during the 2017, 2018, and 2019 hurricane seasons.

We currently employ more than 45 disaster recovery industry professionals with both private and public-sector experience. Our employees have worked for FEMA, managed state and local mitigation programs, worked as municipal employees, and have years of experience in the private sector serving municipal clients. While many competitors claim to have hundreds, or even thousands of personnel, a very small percentage of these employees are focused on disaster-specific disciplines year-round.

Rostan has committed a veteran team to the District in support of services that may be required as part of this solicitation. Should additional resources be required, they will be engaged as project tasks dictate. These team members have worked together on various projects for more than a decade and maintain the working knowledge and cohesiveness necessary to implement a successful debris monitoring project. All key personnel resources are full-time employees of Rostan and have extensive experience working in the disaster recovery arena.

We have identified resources to handle every major component of this project, including administrative and data support functions, operations management, project management, and grant management services. We are highly adept at integrating all components into a seamless operation and can take on as much or as little programmatic responsibility as the District may need. In addition to post-event responsibilities, we have skilled planning and preparedness professionals that will review District plans and provide education and training support as needed.

Though this pursuit is geared towards post-disaster recovery services, it is necessary to establish that Rostan is a full-service disaster consulting firm. In addition to debris monitoring services, we offer a full range of preparedness and planning services, post-disaster recovery services, resiliency and mitigation services, and specialized technical services pertinent to our core business units. There isn't a single component of the scope of work that we are not positioned to handle well.

3.4 CURRENT AND PROJECTED WORKLOAD/SCHEDULE

On the debris monitoring services front we are currently operating well below our capacity. This is somewhat to be expected due to the time of year and our approach to contract pursuits following Hurricane Dorian.

Workload projections for standby contracts are hard to quantify because the scale of services required, and project start date is undefined. Our current workload shows all of our recent debris monitoring projects are completed. Our operations management team is available for the 2020 hurricane season.

Our entire project team will be fully committed to providing the District with post-disaster debris management services at 100 percent. Again, we are very geographically selective when pursuing this type of work to ensure that our clients receive our utmost attention when they need it most — following a disaster event. We do not over-commit resources in any one area so that we are able to maintain the highest levels of quality, delivering an efficient, safe, and expeditious recovery process.

CURRENT COMMITMENTS: GRAPHIC REPRESENTATION

The chart below illustrates the current and projected hourly commitments available per month for key project personnel. All persons identified in our project organizational chart are included in this chart. The data is based on a 160 hour per month basis



accounting for 4 total 40-hour work weeks. As shown, Rostan staff have the availability to meet the anticipated project workload. As these are just projections, this data is subject to change as new projects begin and current projects end. Rostan is highly familiar with and understands that disaster recovery operations generally demand longer than normal working hours. Our staff has regularly performed work weeks in excess of 80 hours when the need arose and is conditioned to meet the demand required to fulfill its obligation to facilitate a safe and expeditious recovery effort.

AVAILABLE HOURS												
STAFF	AUG 2020	SEP 2020	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021
D. Stankunas	60	60	60	60	60	60	60	60	60	60	60	60
S. Rosania	80	80	80	80	80	80	80	80	80	80	80	80
T. Mays	100	80	60	60	60	80	80	100	100	100	100	100
J. Cousins	120	100	100	80	80	80	80	100	120	120	120	120
J. Bryant	120	100	100	80	80	80	80	100	120	120	120	120
T. Horton	20	20	20	20	20	40	40	40	40	40	40	40
K. Jones	40	40	40	40	40	40	40	40	40	40	40	40
J. Cousins	120	100	100	80	80	80	80	100	120	120	120	120
L. Wordsman	20	20	20	40	40	40	60	60	60	80	80	80
A. Ferguson	20	20	20	20	20	20	20	20	20	20	20	20
C. Bellavia	120	100	100	80	80	80	80	100	120	120	120	120
D. Cerrato	120	100	100	80	80	80	80	100	120	120	120	120
B. Jerrell	20	20	80	80	120	120	120	160	160	160	160	160
D. Jankauskas	120	100	100	80	80	80	80	100	120	120	120	120
T. Burden	120	100	100	80	80	80	80	100	120	120	120	120

ADDITIONAL PERSONNEL

Our goal in any disaster recovery effort is to hire locally to the greatest practical extent. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job posting sites, while also employing “old fashioned” techniques, such as “word of mouth”, and accessing potential local candidates through military veterans organizations, religious organizations, and local labor surplus offices. We generally refrain from using paid, third-party employment agencies. Our experience leads us to believe that these agencies are not properly invested in the well-being of the candidates nor the community.



3.5 ROSTAN TEAM RESUMES

SAMUEL M. ROSANIA

PRINCIPAL | EXECUTIVE VICE PRESIDENT



EDUCATION

University of Tennessee 1979
Graduate studies
Agricultural Biology
University of Florida 1978
Bachelor of Science
Plant Pathology

YEARS OF EXPERIENCE

38

LICENSES & CERTIFICATIONS

- IS-100: Introduction to Incident Command Systems
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-700: National Incident Management System (NIMS) An Introduction

RECOVERY EVENTS

2019 Tornado, TX
2019 Hurricane Dorian
2018 Hurricane Michael
2018 Hurricane Florence
2017 Hurricane Maria
2017 Hurricane Irma
2017 Hurricane Harvey
2016 Hurricane Matthew
2016 Flooding, LA
2016 Tornado, VA
2015 Flooding, SC
2015 Avian Flu Response, IA
2015 Ice Storm, TN
2012 Hurricane Sandy
2011 Hurricane Irene
2011 Tornado, MO
2011 Tornado, AL
2010 Earthquake, Haiti
2010 Earthquake, Chile
2008 Hurricane Ike
2006 Ice Storm, NY
2005 Hurricane Rita
2005 Hurricane Katrina
2005 Hurricane Wilma
2004 Hurricane Jeanne
2004 Hurricane Frances
2001 Tropical Storm Gabrielle

Mr. Rosania has more than 38 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. He is recognized as an expert in Integrated Solid Waste Management Planning and pre- and post- incident disaster planning and recovery. Mr. Rosania has managed numerous disaster recovery projects both at the regional and local level. He is very familiar with local, state and federal regulations associated with disaster management and mitigation, solid and hazardous waste management, including the Stafford Act and applicable FEMA regulations.

RECENT PROFESSIONAL EXPERIENCE

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE MICHAEL | FEMA DR-4399 | 2018 – ONGOING**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE FLORENCE | FEMA DR-4393 | 2018 – ONGOING**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE HARVEY | FEMA DR-4332 | 2017 – ONGOING**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE IRMA | FEMA DR-4337 | 2017 – ONGOING**

**PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT
CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015 – ONGOING**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
CHARLESTON COUNTY, SC FEMA DR-4286 | 2016 – 2017**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
MARTIN COUNTY, FL | FEMA DR-4283 | 2016 – 2017**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
THE CITY OF PORT ST. LUCIE, FL | FEMA DR-4283 | 2016 – 2017**

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
THE CITY OF GARDEN CITY, GA | FEMA DR-4284 | 2016**

**HAZARD MITIGATION GRANT PROGRAM PROJECT APPLICATION
DRAINAGE IMPROVEMENT PROJECT | TOWN OF SULLIVAN'S ISLAND, SC
FEMA DR-4241 | 2016 – PRESENT**

**PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT
TOWNSHIP OF BRICK, NJ | FEMA DR-4086 | 2012 – 2014**

TRAVIS MAYS

PROGRAM MANAGER

EDUCATION

BA Marketing,
University of Houston, 2006

YEARS OF EXPERIENCE

12

CERTIFICATIONS & TRAINING

- Construction Quality Management (CQM) – USACE/NAVFAC
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- IS-100: Introduction to Incident Command Systems

RECOVERY EVENTS

- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston. He current serves as Rostan's Program Manager for Debris Monitoring. Mr. Mays prefers a hands-on approach to debris monitoring projects and is regularly involved in the day-to-day activities of Rostan projects large and small. He often serves as the project manager or a technical advisor to the project manager on Rostan's most critical projects. In his 12 years of experience he has served in every operational debris monitoring role and utilizes this knowledge to inform his team's continued development. He also serves and the business development lead for debris monitoring pursuits and recently led the re-development of HaulPass®, Rostan's exclusive ADMS.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES |

CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019–PRESENT

As a senior consultant and Rostan's Debris Programs Manager, Mr. Mays was involved integrally in the day-to-day operations on this project. He represented Rostan in all County meetings, coordinated the deployment of HaulPass®, and managed the quality control program for all project data.

DEBRIS MONITORING MANAGEMENT | CITY OF RICHARDSON, TX | TORNADO | 2019

Program Manager served as a technical advisor to the Project Manager. Responsible for final review of project data and administering Rostan's quality control procedures.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | HURRICANE MICHAEL | FEMA DR-4399 | 2018- 2019

Served as a technical advisor to the Project Manager. Also served as the primary point of contact for Florida DOT and Florida DEM. Over 500,000 cubic yards of storm generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CITY OF LUMBERTON, NC | HURRICANE FLORENCE | FEMA DR-4393 | 2018- 2019

Program Manager responsible for oversight and quality assurance of daily monitoring tasks. Served as a technical advisor to the Project Manager. This project consists of two phases, standard ROW collection and waterways debris collection.

OTHER RELEVANT EXPERIENCE

USACE / XPRT'S INC. | ADMS | HURRICANE MARIA | FEMA DR-4339 | 2017 – 2019

DEBRIS MONITORING | PUERTO RICO (DTOP) | HURRICANE MARIA | FEMA DR-4339 | 2018

DEBRIS MANAGEMENT AND PA | HURRICANE HARVEY | TEXAS | FEMA DR-4332 | 2017–2018

DEBRIS MANAGEMENT AND PA | HURRICANE IRMA | FLORIDA | FEMA DR-4337 | 2017 – 2018

DEBRIS MANAGEMENT AND PA | CHARLESTON COUNTY, SC | FEMA DR-4286 | 2016–2017

DEBRIS MANAGEMENT AND PA | THE CITY OF GARDEN CITY, GA | FEMA DR-4284 | 2016

DEBRIS MANAGEMENT AND PA | CUMBERLAND COUNTY, TN | FEMA DR-4210 | 2015–2016

DEBRIS MANAGEMENT AND PA | WHITE COUNTY, TN | FEMA DR-4210 | 2015

AVIAN FLU RESPONSE | IOWA | USDA 2124 DISASTER | 2015

DEBRIS MANAGEMENT PLAN SERVICES | HILLSBOROUGH COUNTY, FL | 2015

PA AND DEBRIS MONITORING | JENKINS COUNTY, GA | FEMA DR-4165 | 2014

PA AND DEBRIS MONITORING | TOWNSHIP OF BRICK, NJ | FEMA DR-4086 | 2012–2014

DEBRIS MANAGEMENT AND PA | NJDEP, NEW JERSEY | FEMA DR-4086 | 2012–2014

US ARMY CORPS OF ENGINEERS (USACE) NEW YORK DISTRICT | ADMS DEPLOYMENT | HURRICANE SANDY | FEMA DR-4085 | 2012–2013

JEFF COUSINS

PROJECT MANAGER | CLIENT LIAISON

YEARS OF EXPERIENCE

16

LICENSES AND CERTIFICATIONS

- IS-5.a: Introduction to Hazardous Materials
- IS-100: Introduction to Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-300: Intermediate ICS
- IS-400: Advanced ICS
- IS-700: National Incident Management System (NIMS)
- IS-800: National Response Framework
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- OSHA Disaster Training

RECOVERY EVENTS

- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2016 Tornado, VA
- 2015 Flooding, SC
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike
- 2006 Ice Storm, NY
- 2005 Hurricane Rita
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- 2004 Hurricane Jeanne
- 2004 Hurricane Frances

Mr. Cousins has 16 years of experience specific to debris management and disaster recovery operations. He specializes in disaster management and recovery and has served as Project Manager supporting disaster recovery and reimbursement projects following some of the world's most devastating disasters including Hurricane Katrina, the devastating 2010 earthquake in Haiti and Hurricane Sandy that devastated the New Jersey coast to name a few. He has experience in logistics and operations coordination, project planning and formulation, project, procurement assistance, debris management plan development, debris monitoring and ADMS system support, and reimbursement support.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE DORIAN | FEMA DR-4464 | CHARLESTON COUNTY, SC | 2019-2020

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for Charleston County. Over 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | FEMA DR-4399 | 2018-2019

Mr. Cousins served as Rostan's Project Manager for our work in Liberty County following Hurricane Michael in October 2018. Over 522,000 cubic yards of storm generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed and disposed of.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CAROLINA BEACH, NC | FEMA DR-4393 | 2018

Served as Project Manager in Carolina Beach, NC following Hurricane Florence in September of 2018.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MULTIPLE MUNICIPALITIES, FLORIDA | FEMA DR-4337 | 2017-2018

As Program Manager, Mr. Cousins directed all of Rostan's resources serving 21 municipalities throughout the State of Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Our services were customized to each client's needs, but typically included debris collection monitoring. Rostan staff monitored the collection and disposal of over 1,000,000 cubic yards of storm generated debris throughout the State of Florida.

OTHER RELEVANT EXPERIENCE

- DEBRIS MANAGEMENT AND PA | HURRICANE HARVEY | FEMA DR-4332 | 2017-2108
- DEBRIS MANAGEMENT AND PA | MARTIN COUNTY, FL | FEMA DR-4283 | 2016-2017
- DEBRIS MANAGEMENT AND PA | CITY OF PORT ST. LUCIE, FL | FEMA DR-4283 | 2016-2017
- DEBRIS MANAGEMENT AND PA | IBERIA PARISH, LA | FEMA DR-4277 | 2016
- DEBRIS MANAGEMENT AND PA | CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015-2016
- DEBRIS MANAGEMENT AND PA | CUMBERLAND COUNTY, TN | FEMA DR-4210 | 2015-2016
- DEBRIS MANAGEMENT AND PA | WHITE COUNTY, TN | FEMA DR-4210 | 2015
- DEBRIS MANAGEMENT AND PA | NEW JERSEY | FEMA DR-4086 | 2012-2014
- DEBRIS MONITORING JOPLIN, MO | HAULPASS® SYSTEM | FEMA DR-1980 | 2011
- DEBRIS MANAGEMENT AND PA | JAMES CITY COUNTY, VA | FEMA DR-4024 | 2011
- DEBRIS MANAGEMENT AND PA | CITY OF BIRMINGHAM, AL | FEMA DR-1971 | 2011
- ADMS MANAGEMENT | PORT AU PRINCE, HAITI | EARTHQUAKE | 2010

TOMMY BRINSON HORTON II

SENIOR GRANT CONSULTANT

EDUCATION

B.S., Business Administration
Florida State University
1994

YEARS OF EXPERIENCE

28

CERTIFICATIONS & TRAINING

FEMA Emergency Management
Institute
Advanced Professional Series

SKILLS

Emergency Management
Homeland Security
Hazard Mitigation
Public Infrastructure
Critical Infrastructure
Program Management
Project Planning
Water / Waste-water
Infrastructure
Management Consulting
Disaster Response
Risk Assessment
Government Training

Mr. Horton specializes in incident management. As an executive consultant, he works with critical infrastructure, state agencies, local communities, and industry. He provides solutions to identify all-hazards vulnerabilities, risks, consequences, and capacity to respond to and recover from natural and man-made incidents. Mr. Horton supports clients in ensuring efficient use of resources, incident management, operational resiliency and business /operational continuity. He is an expert in FEMA, HUD, FHWA, and DHS programs.

Mr. Horton has been working on Federal Assistance Programs for long term recovery and mitigation since 1991. He was a member of the Florida SERT and engaged in the administration of FEMA, Mitigation, and Disaster Recovery grants all the way back to Hurricane Andrew. Since leaving the State of FL in 2002, Mr. Horton has built a national practice and team of experts that have been involved in the pursuit, administration and reimbursement of more than \$3 billion of Federal Assistance and Mitigation from FEMA, HUD/CDBG, FHWA, and USDEP. His team has developed some of the largest and most effective solutions funded by FEMA and HUD. This includes funding obtained through the Alternative Procedures initiated by the Hurricane Sandy Improvement Act.

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS | EXECUTIVE DIRECTOR, DISASTER RECOVERY & MITIGATION 2006–PRESENT | NATIONAL PRACTICE

Leading a team of incident management experts to provide consulting services for clients following disasters. Developing recovery and mitigation strategies, during every phase of response and recovery; stabilization, construction management, restoration, mitigation, and preparedness. Specialist in critical infrastructure. Represents both private and public clients and experienced with complicated claims associated with property insurance, business interruption, risk management, FEMA Public Assistance, FHWA-ER, CDBG-DR, and long-term mitigation implementation. Expert in FEMA Debris Operations, Public Infrastructure, and Mitigation Programs. Rostan Solutions has been assisting clients in recovering from major disasters for more than 10 years, offering the most effective and comprehensive services for Federal Aid pursuits and full recovery.

ARCADIS, INC. / MALCOLM PIRNIE, INC. | MARKET SECTOR LEADER, EMERGENCY MANAGEMENT | 2007–2016 | NATIONAL PRACTICE, TALLAHASSEE, FLORIDA

IINGENUITY LLC | OWNER/CONSULTANT, EMERGENCY MANAGEMENT | 2002–2007 | FLORIDA STATE-WIDE PRACTICE, TALLAHASSEE, FL

Emergency Management and Homeland Security Services for local and state government agencies. Provided technological and physical security consulting services. Company sold to Malcolm Pirnie, Inc. in 2007.

FLORIDA ARMY NATIONAL GUARD | INFANTRY/COMMUNICATIONS NCO | 1991– 2004

Emergency Management Specialist for FL TAG EOC and State EOC
August 1992 to February 1995; Communications NCO for A CO 3/124 INF 11B MOS;
Operation Enduring Freedom 2001 – 2002; Operation Iraqi Freedom 2002 – 2003

FLORIDA DIVISION OF EMERGENCY MANAGEMENT | SENIOR MANAGEMENT CONSULTANT | 1995–2002–TALLAHASSEE, FLORIDA AREA

Special Assistant to the Director of EM. Management Consulting for Recovery and Mitigation Programs.

LEEMING WORDSMAN

GRANT SPECIALIST | ENVIRONMENTAL SPECIALIST

EDUCATION

BS Environmental Science
California State University at
Hayward, 1986

YEARS OF EXPERIENCE

32

CERTIFICATIONS & TRAINING

- IS-632.a: Intro to Debris Operations
- IS-634: Intro to FEMA Public Assistance Program
- IS-700: National Incident Management System (NIMS), an Introduction
- IS-230: Principals of Emergency Management
- IS-631: Public Assistance Operations

RECOVERY EVENTS

- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2012 Hurricane Sandy

Mr. Wordsman is a senior member of our disaster response team and is currently providing disaster recovery services to clients in the United States Virgin Islands, Charleston County, SC, and throughout the state of Florida. He has provided Grants Portal support to all of the above clients, since FEMA implemented the current Grants Portal interface following Hurricanes Irma and Maria. As resource manager, Mr. Wordsman has been responsible for hiring, training, and deployment of more than 400 local staff that made up our debris management team for Hurricanes Sandy, Matthew, Harvey, Irma and most recently Dorian. He also worked closely with Rostan's project managers to successfully deploy the HaulPass® Automated Debris Management System in each of these events.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, FL | HURRICANE DORIAN | FEMA DR-4464 | 2019- ONGOING

As Project Manager for Rostan's Public Assistance support to Charleston County, Mr. Wordsman led the staff hiring process for the County's Hurricane Dorian response. Rostan hired over 75 local staff to support our debris management efforts. Mr. Wordsman also served as Assistant Project Manager during Charleston County's Hurricane Matthew response.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MULTIPLE MUNICIPALITIES, FLORIDA | FEMA DR-4337 | 2017-2018

As Resource / Reimbursement Manager, Mr. Wordsman was responsible for the hiring, training, and deployment of over 200 local staff for 21 municipalities throughout the State of Florida. He was directly responsible for ensuring that our debris removal monitoring teams fully understood FEMA's rules and regulations regarding debris collection and eligibility, and were able to use HaulPass®, Rostan's Automated Debris Management system to document every load of debris collected. Our debris monitoring clients included Coral Springs Improvement District, Sunshine Water Control District, City of Coral Springs, City of Dania Beach, City of Coconut Creek, Broward County School District, City of North Port, and Martin County.

Mr. Wordsman also managed our work guiding many of these clients through the FEMA reimbursement process. This effort was particularly important following FEMA's roll out their new Public Assistance process using the FEMA Grants Manager/Portal.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | BERKELEY COUNTY, SC | FEMA DR-4286 | 2016

Project Manager. Served in Berkeley County, SC following Hurricane Matthew in October 2016.

OTHER RELEVANT EXPERIENCE

USACE / XPRT'S INC. | ADMS | HURRICANE MARIA | FEMA DR-4339 | 2017 - 2019

DEBRIS MANAGEMENT AND PA | HURRICANE IRMA | FLORIDA | FEMA DR-4337 | 2017 - 2018

DEBRIS MANAGEMENT AND PA | CHARLESTON COUNTY, SC | FEMA DR-4286 | 2016-2017

DEBRIS MANAGEMENT AND PA | THE CITY OF GARDEN CITY, GA | FEMA DR-4284 | 2016

PA AND DEBRIS MONITORING | TOWNSHIP OF BRICK, NJ | FEMA DR-4086 | 2012-2014

DEBRIS MANAGEMENT AND PA | NJDEP, NEW JERSEY | FEMA DR-4086 | 2012-2014

US ARMY CORPS OF ENGINEERS (USACE) NEW YORK DISTRICT | ADMS DEPLOYMENT | HURRICANE SANDY | FEMA DR-4085 | 2012 - 2013

KYLE A. JONES, CEM

EXECUTIVE DIRECTOR

EDUCATION

BA, Business Administration,
Louisiana State University, 2007

YEARS OF EXPERIENCE

17

PROFESSIONAL REGISTRATIONS

Certified Emergency Manager
(CEM)

QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen’s Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management and federal programs. Mr. Jones is regarded as a subject matter expert in the FEMA Hazard Mitigation Assistance and Public Assistance Programs and specializes in maximizing funding sources for clients and applying the federal regulations and/or policies correctly to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and mitigation project types for reconstruction, floodproofing, and retrofitting impacted or vulnerable facilities. Mr. Jones also has extensive programmatic knowledge of the 404 and 406 mitigation programs and has nearly two decades of hands-on experience in managing HMGP/HMA and Public Assistance Programs, major federal disaster declarations, and incorporating National Incident Management System components on behalf of clients.

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS | EXECUTIVE DIRECTOR | BATON ROUGE, LA | 2018 – PRESENT

ARCADIS NORTH AMERICA | DIRECTOR, DISASTER PROGRAMS | BATON ROUGE, LA 2014–2018

EAST BATON ROUGE PARISH | DEPUTY DIRECTOR | BATON ROUGE, LA | 2007–2014

STATE OF LOUISIANA OFFICE OF EMERGENCY PREPAREDNESS – MILITARY DEPARTMENT | OPERATIONS SUPPORT & MANAGEMENT | BATON ROUGE, LA 2003–2007

PROJECT AND PROGRAMS EXPERIENCE

PUBLIC ASSISTANCE PROGRAM MANAGEMENT | LOCAL GOVERNMENTS, SCHOOLS, STATE AGENCY, PRIVATE-NON-PROFITS (PNP), HOUSES OF WORSHIP (HOW), AND HOUSING AUTHORITIES | 2014–2020

Serves as the Program Management Lead and Subject Matter Expert for Public Assistance Programs on behalf of clients that are impacted by a disaster. Responsible for managing projects and representing client interests from the initial scoping meeting through closeout and subsequent appeals across numerous sectors of Applicants.

HAZARD MITIGATION ASSISTANCE (HMA) PROJECT MANAGEMENT | 2014–2020

Project Manager for various hazard mitigation projects in Louisiana at Louisiana State Penitentiary, West Feliciana, St. James and Iberville Parish. .

EMERGENCY PLANNING | 2007–2014

Developed Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), Point of Distribution (POD) Plan, for multiple Parishes and Cities in Louisiana. Responsible for managing the EOC during activations and streamlining resource requests..

PUBLIC ASSISTANCE, HAZARD MITIGATION AND PROGRAM ADMINISTRATION 2007–2014

Managed the Public Assistance and Hazard Mitigation Programs for East Baton Rouge Parish totaling more than \$300 million in federal funding. Managed preliminary damage assessments (PDA) and streamlined reporting processes for the Parish. Served as the City-Parish Authorized Representative for FEMA Public Assistance & Hazard Mitigation Programs and Appeals, Department of Homeland Security Office of Inspector General (OIG) Audits, and Louisiana Legislative Auditor (LLA) Site Visits.

ADAM T. FERGUSON

SENIOR CONSULTANT | POLICY

EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., 2002

YEARS OF EXPERIENCE

14

LICENSES & CERTIFICATIONS

Member – Florida Bar
#0100223

Certified Floodplain Manager
– ASFPM #23214

Mr. Ferguson leads Rostan’s Technical Service Department with the Recovery and Mitigation Division. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2017 Hurricane Season. He oversees and provide direct support with benefit-cost Analysis, programmatic appeals, and complex regulatory compliance issues.

PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS | DIRECTOR–RECOVERY AND MITIGATION | FLORIDA
2018–PRESENT**

MONROE COUNTY, FL | FLOODPLAIN MANAGER | FLORIDA | 2017–2018

**WITT O’BRIEN ASSOCIATES | HAZARD MITIGATION ADVISOR | WASHINGTON, DC
2013–2017**

**FEDERAL EMERGENCY MANAGEMENT AGENCY | HAZARD MITIGATION PROGRAM
SPECIALIST R IV | ATLANTA, GA | 2005–2009**

RECENT PROFESSIONAL EXPERIENCE

SENIOR HAZARD MITIGATION ADVISOR | FLORIDA | 2017–PRESENT

Following 2017 Hurricane Season, worked with multiple applicants to FEMA’s HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provided as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

SENIOR APPEALS MANAGER | CHARLESTON COUNTY, SC | 2018–PRESENT

Responsible for organizing and implementing County response to 17 FEMA Adverse Determinations received within 90 days. Developed operational framework for intake, review, diagnosing issues, and drafting responses within short time frames. Coordinate local, state, and federal stakeholders to find consensus and reduce items at issue.

FEMA SUBJECT MATTER EXPERT | CITY OF BRENHAM, TX | 2018–PRESENT

Tasked with overseeing comprehensive review of the City of Brenham, Texas’ Public Assistance projects from DR-4272-TX declaration. Triageed projects and developed strategic approach to resolution that weighed expected effort, likelihood of favorable results, and potential return on investment. Interacted with FEMA and facilitated working meetings aimed at narrowing issues and reducing future administrative effort.

SENIOR HAZARD MITIGATION ADVISOR | NEW JERSEY | 2013–2017

Served as Senior Hazard Mitigation Advisor to the State of New Jersey’s State Hazard Mitigation Office (“SHMO”) and staff for the HMGP following Superstorm/Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

JORDAN BRYANT

OPERATIONS MANAGER

YEARS OF EXPERIENCE

14

CERTIFICATIONS & TRAINING

- IS-100: Introduction to the Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-700: National Incident Management System (NIMS)
- First Aid/ Cardio Pulmonary Resuscitation (CPR)
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- OSHA Disaster Training

RECOVERY EVENTS

- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Tornado, VA
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike
- 2006 Ice Storm, NY
- 2006 Hurricane Katrina

Mr. Bryant has 14 years of disaster recovery management experience. He has specialized in debris management since early 2006. Mr. Bryant is a project manager for debris monitoring and HaulPass® services. He is an expert in multiple aspects of disaster recovery including waterborne and land-based debris removal efforts, private property demolition, hiring, training and staff management, and project data management. Mr. Bryant has extensive experience in debris monitoring, ADMS system support, and FEMA reimbursement support.

RECENT PROFESSIONAL EXPERIENCE

PROJECT AND OPERATIONS MANAGER, DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SERVICES | MULTIPLE PROJECTS | 2006–PRESENT

Project manager serving during FEMA-declared debris removal operations. Mr. Bryant specializes primarily in long-term recovery/public assistance support and debris removal monitoring operations and management. He is responsible staff management, contractor and client/FEMA coordination, and supervision of all aspects of debris management. Mr. Bryant is a seasoned expert in all aspects of debris monitoring, ADMS system implementation and data tracking, and FEMA reimbursement support. Clients include:

TORNADO

City of Richardson, TX

HURRICANE DORIAN [FEMA DR-4464]

Charleston County, SC

HURRICANE MARIA [FEMA DR-4339]

USACE – Jacksonville District, Commonwealth of Puerto Rico
Puerto Rico Department of Transportation and Public Works (DTOP), Commonwealth of Puerto Rico
Municipio de Camuy, Puerto Rico

HURRICANE IRMA [FEMA DR-4337]

City of Coconut Creek, FL City of Coral Springs, FL

FLOODING [FEMA DR-4241]

Charleston County, SC

ICE STORM [FEMA DR-4210]

Cumberland County, TN White County, TN

AVIAN FLU RESPONSE [USDA 2124 DISASTER]

USDA – State of Iowa

HURRICANE SANDY [FEMA DR-4086]

New Jersey Department of Environmental Protection

HURRICANE IRENE [FEMA DR-4024]

James City County, VA York County, VA

TORNADO [FEMA DR-1980]

USACE - Kansas City District, Joplin, MO

TORNADO [FEMA DR-1971]

City of Birmingham, AL

EARTHQUAKE

Port Au Prince, Haiti

HURRICANE IKE [FEMA DR-1791]

Galveston, TX Chambers County, TX

HURRICANE IKE [FEMA DR-1792]

Vermillion Parish, LA Cameron Parish, LA

ICE STORM [FEMA EM-3268]

City of Buffalo, NY Erie County, NY

HURRICANE KATRINA [FEMA DR-1604]

USACE Vicksburg District, MS

DEVIN CERRATO

OPERATIONS MANAGER

EDUCATION

BA, Business,
Covenant College, 2018

YEARS OF EXPERIENCE

2

CERTIFICATIONS & TRAINING

- IS-100.c: Introduction to Incident Command System
- IS-200.c: Basic Incident Command System for Initial Response
- IS-700.b: Introduction to National Incident Management System (NIMS)

RECOVERY EVENTS

- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria

Mr. Cerrato joined the Rostan team in 2018 upon graduation. He has 2 years of post-disaster experience, including both debris removal monitoring operations and public assistance support. He has experience in logistics and operations coordination, debris monitoring and ADMS system support, reimbursement support, project planning and formulation, and vehicle, container and equipment certification.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019

Operations Manager. Following Hurricane Dorian, responsible for the management and coordination of all field operations and the deployment of HaulPass® in Charleston County. Managed more than 60 locally hired staff in a coordinated effort to provide a quick and efficient clean up of the county. Assisted in the hiring of all local staff and trained new employees with learning HaulPass®. Played an integral role in the certification process and was on site to assist in any field issues. This project totaled over 600,000 cubic yards and over 5,000 hazardous and limbs and tree removal.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | HURRICANE MICHAEL | FEMA DR-4399 | 2018-2019

Operations Manager. Following Hurricane Michael, Mr. Cerrato was responsible for the management and coordination of all field operations and the deployment of HaulPass® in Liberty County. Managed more than 75 locally hired staff in a coordinated effort to provide quick and efficient clean-up of the county. Responsible for managing and coordinating personnel scheduling. Provided HaulPass® technical support and assistance to field personnel as well as an integral part of certification team coordination. To date, more than 400,000 cubic yards have been picked up and over 30,000 hazardous limbs and trees have been removed.

PUBLIC ASSISTANCE SUPPORT SERVICES CHARLESTON COUNTY, SC | FEMA DR-4286 | 2017 - ONGOING

Serving as a consultant, Mr. Cerrato assisted in the long-term recovery of funding for the county of Charleston. Responsibilities include reconciliation of County departments' force account expenditures for Public Assistance (PA) emergency work categories A and B.

PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTP) COMMONWEALTH OF PUERTO RICO | FEMA DR-4339 | 2018

Serving as a consultant in for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in Puerto Rico following Hurricane. Assisted in the certification of different equipment and vehicles used in the clean up efforts. To date, HaulPass has tracked more than 12,000 loads of debris totaling more than 200,000 cubic meters on this project.

USACE JACKSONVILLE DISTRICT – AUTOMATED DEBRIS MANAGEMENT SYSTEM HURRICANE MARIA | FEMA DR-4339 | 2017 – 2018

Serving as a consultant in for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in Puerto Rico following Hurricane. To date, HaulPass has tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards on this project. Upon completion it is anticipated that nearly 260,000 loads and 6 million cubic yards of debris will have been tracked using HaulPass®.

BRANDON JERRELL

OPERATIONS MANAGER

EDUCATION

Business Management,
University of Louisiana at
Lafayette

YEARS OF EXPERIENCE

3

CERTIFICATIONS AND TRAINING

- IS-00700.a: Introduction to National Incident Management System (NIMS)
- IS-00632.a: Introduction to Debris Operations
- IS-00200.c: Basic Incident Command for Initial Response
- IS-00800.c: National Response Framework
- Basic Life Support for Healthcare Provider (BLS)

RECOVERY EVENTS

- 2018 Flooding, LA
- 2019 Hurricane Dorian
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Harvey
- 2016 Flooding, LA

Mr. Jerrell joined the Rostan team in 2017 after Hurricane Harvey’s devastating impact to the State of Texas. He is an Eagle Scout, that brings leadership, integrity and resourcefulness to render aid and advisement in every aspect of a client’s disaster recovery effort. He specializes in client coordination, potential reimbursable item identification, logistics, human resources, project planning and execution. Specific areas of expertise also include budget planning, debris monitoring, ADMS system support, and operations oversight.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES HURRICANE DORIAN | CHARLESTON COUNTY, SC | FEMA DR-4393 | 2019

Served as the Operations Manager for the northern third of Charleston County including the City of Mount Pleasant. Mr. Jerrell provided staffing and consulting support to the entire county debris collection project as well as providing ADMS system administration for 30+ team members.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES HURRICANE FLORENCE | CITY OF LUMBERTON, NC | FEMA DR-4393 | 2018–2019

Mr. Jerrell served as the Project Manager. Accounting for all project management duties including staffing, contractor invoicing approval, data collection, client coordination, scheduling, vendor debris removal monitoring, DMS site monitoring and the deployment of up to 12 locally hired staff. Mr. Jerrell was also charged with devising and budgeting a waterway debris removal plan and executing this plan while maintaining compliance with State and Federal standards and permitting. He has on multiple occasions rendered advisement to the client, directly and during meetings regarding Public Assistance and Eligibility requirements. During this project, the HaulPass® Automated Debris Management System was utilized to track the removal and transport of more than 45,000 cubic yards and 1,400 Tons of debris as well as over 450 hazardous trees from the Right-of-Way (ROW), Public Properties and Waterways for disposal.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES HURRICANE FLORENCE | TOWN OF CAROLINA BEACH, NC | FEMA DR-4393 | 2018

Project Manager. Conducted all reporting and data collection efforts during final pass of ROW debris removal and final disposition operations. Charged with HaulPass® deployment and FEMA compliance as well as client coordination.

USACE JACKSONVILLE DISTRICT – AUTOMATED DEBRIS MANAGEMENT SYSTEM HURRICANE MARIA | FEMA DR-4339 | 2017–2018

Serving as an island wide technical support operator for HaulPass® deployment in support of Xpert’s Inc. debris removal efforts in Puerto Rico following Hurricane. HaulPass tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards on this project.

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES HURRICANE HARVEY | FEMA DR-4332 | 2017

Mr. Jerrell served as the Operations Manager for all debris monitoring projects in the State of Texas following Hurricane Harvey. Mr. Jerrell handled managing and orchestrating all field operations including hiring, training and debris removal tracking for 40+ Locally hired team members. Texas debris removal operations included C&D, vegetative, household hazardous waste and white goods debris including freon recovery. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas including the City of Orange and Hardin County, TX.

DENISE JANKAUSKAS

DATA MANAGER

EDUCATION

BFA, The Cooper Union for the Advancement of Science & Art, 1995

YEARS OF EXPERIENCE

8

CERTIFICATIONS & TRAINING

- IS-100.c: Introduction to Incident Command System
- IS-0632.a: Introduction to Debris Operations

SOFTWARE PROFICIENCIES

- HaulPass®
- Adobe InDesign
- Adobe Photoshop
- Adobe Illustrator
- Adobe Acrobat
- Microsoft Office Suite

RECOVERY EVENTS

- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2016 Hurricane Matthew
- 2015 Flooding, SC
- 2015 Ice Storm, TN
- 2012 Hurricane Sandy

Ms. Jankauskas has 8 years of post-disaster experience, joining the Rostan team after the devastation sustained by Hurricane Sandy throughout New York and New Jersey. She specializes in multiple aspects of disaster recovery including project data management; vehicle, container and equipment certification, waterborne and land-based Right-of-Way debris removal efforts; private property demolition, and debris removal. Ms. Jankauskas has experience in logistics, planning, reporting, and tracking project and reimbursement efforts.

RECENT PROFESSIONAL EXPERIENCE

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES • DEBRIS MANAGEMENT AND DATA SERVICES | MULTIPLE PROJECTS | 2015 – PRESENT

Data Manager. Serving during multiple FEMA-declared debris removal operations. In addition to proposal development for select clients, responsibilities include gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, strict data quality control, maintenance and organization of digital files, and preparing closeout report documentation. Additional responsibilities for select clients include proposal development, debris contractor invoice reconciliation, FEMA reimbursement assistance, debris removal monitoring, DMS monitoring, vehicle and equipment certification, staff scheduling, invoicing, organization and implementation of Flood Insurance Rate Maps, photo documentation, drainage mapping, as well as development of client progress reports and presentations. Clients include:

TORNADO			
City of Richardson, TX			
HURRICANE DORIAN [FEMA DR-4464]			
Charleston County, SC			
HURRICANE MICHAEL [FEMA DR-4399]			
Liberty County, FL			
HURRICANE FLORENCE [FEMA DR-4393]			
City of Lumberton, NC		Town of Carolina Beach, NC	
HURRICANE MARIA [FEMA DR-4339]			
USACE – Jacksonville District, Commonwealth of Puerto Rico		Puerto Rico Department of Transportation and Public Works (DTOP)	
HURRICANE IRMA [FEMA DR-4337 / 4338 / 4346]			
City of Belleair Beach, FL	Martin County, FL	City of Belleair Bluffs, FL	City of North Port, FL
City of Coconut Creek, FL	Town of Palm Beach, FL	City of Coral Springs, FL	Town of Redington Shores, FL
City of Dania Beach, FL	City of St. Pete Beach, FL	New College of Florida, FL	Town of Windermere, FL
Town of Indian Shores, FL	City of Winter Springs, FL	City of Madeira Beach, FL	Charleston County, SC
HURRICANE MATTHEW [FEMA DR-4283 / 4284 / 4286]			
Martin County, FL	City of Garden City, GA	Berkeley County, SC	Charleston County, SC
FLOODING [FEMA DR-4241]			
Charleston County, SC			
ICE STORM [FEMA DR-4211]			
Cumberland County, TN		White County, TN (Project Manager)	

OTHER RELATED EXPERIENCE

- 2013 – 2014 OPERATIONS MANAGER | HAULPASS® DATA COLLECTION FOR RESIDENTIAL DEMOLITION PROJECT | BOROUGH OF KEANSBURG, NJ | FEMA DR-4086
- 2012 – 2014 DATA ANALYST | PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | TOWNSHIP OF BRICK, NJ
FEMA DR-4086
- 2012 – 2014 DATA ANALYST | DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FEMA DR-4086
- 2012 – 2013 FIELD SUPERVISOR | USACE – NEW YORK DISTRICT | FEMA DR-4085



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT

SECTION 4 – OPERATIONS PLAN

- 4.1 Understanding Sunshine Water Control District
- 4.2 Rostan Strategy and Approach
- 4.3 Debris Collection, Management, and Disposal Plan
- 4.4 Additional Related Services

SUBMITTED BY

ROSTAN SOLUTIONS, LLC
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4.1 UNDERSTANDING SUNSHINE WATER CONTROL DISTRICT

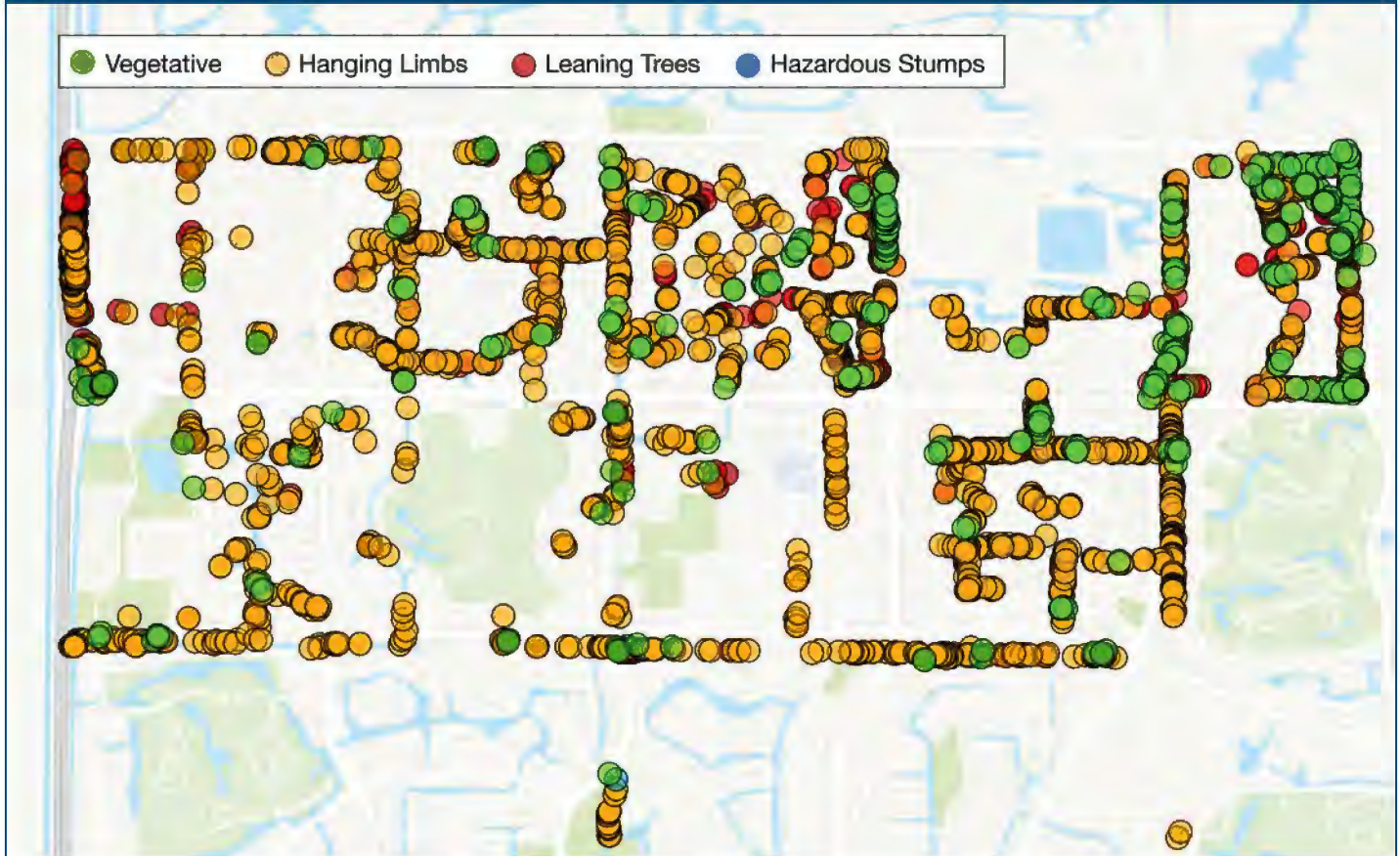
UNDERSTANDING THE CLIENT

Rostan is intimately familiar with the geography and neighborhoods within the District and the special challenges that working on the District's canals pose. During Hurricane Irma we were able to successfully execute our work with minimal disruption or inconvenience to residents that abutted canals. We paid close attention to the boundary between public and private property. Working with the District, the use of GIS allowed us to support the Hauler's work to ensure that no work was done on private property. We are also familiar with the District's organizational framework and with the employees that are responsible for ensuring a successful recovery effort. In 2017 we had the distinct pleasure of providing recovery services to the District in response to Hurricane Irma. Over the course of our work for the District we developed a strong working relationship with Cindy Cerbone and Corey Selchan and would use the same management team for any future deployments. We believe the services provided to the District were indicative of the quality the District can continue to expect from Rostan and are excited about the prospect of continuing our working relationship with the District. *For Hurricane Irma, we anticipate that 100% of the data submitted to FEMA and the State of Florida for reimbursement will be reimbursed. A standard that not every municipal entity in the State can claim.*

SWCD DEBRIS SNAPSHOT: HURRICANE IRMA



HURRICANE IRMA DEBRIS LOCATIONS SNAPSHOT



UNDERSTANDING THE RFP

Rostan understands that the purpose of the District's RFP is to secure services necessary to augment the District's internal efforts should a disaster occur. Based on the RFP and the provided scope of services we anticipate the scope of work to include, but not be limited to the following:



Annual Planning and Training
Project/Operations Management
Debris Evaluations/Assessments
Permitting Support for DMS locations
Coordination with the Debris Removal Contractor and District Representatives
Debris Removal Vehicle Certification
Right-of-Way Debris Collection Monitoring
Debris Management Site and Disposal Site Monitoring
Private Property and Demolition Program Management and Monitoring
Providing an Automated Debris Management System
Data Compilation, Processing, and Document Management
Administrative Support Services
Contractor Payment Monitoring and Reconciliation
Cost Recovery and Grant Management Services
Compliance and Coordination with State and Federal Agencies

It is anticipated that Rostan employees will perform their dedicated functions on behalf of and at the direction of the District. Tasks will be delineated through task orders and required work will be performed within negotiated not to exceed budgets.

CAPACITY

As a nimble, client-focused firm, Rostan understands the importance of resource management. We never over-commit our resources ensuring our clients always have timely access to the valued expertise and support they would expect. Our strategy is to selectively pursue, develop, and maintain client relationships that we believe to be beneficial to both parties. We have always limited the number of pursuits we undertake by both geography and population served while considering our current standby obligations in those areas. Considering our other regional obligations, we firmly believe we maintain the resources necessary to ensure a technically skilled and seasoned team will always be available to the District without compromise.



RESPONSE GUARANTEE

Rostan confirms our commitment to the District that we are able and willing to respond following a disaster event within 24 hours of issuance of notice to proceed. This includes appropriate personnel and equipment necessary to implement an equipment certification site, conduct a preliminary damage assessment, and debris monitors to properly document the debris collection effort. Rostan can ensure that complete resource needs will be met to facilitate the operation to completion within 72 hours of activation. Jeff Cousins, our team's primary point of contact for the District during Hurricane Irma will continue in that role. Mr. Cousins lives within 30 minutes of the District.

TASK	GUARANTEED RESPONSE TIME
Pre-Landfall Coordination and Planning	96 Hours prior to event
Remote Staging of Equipment and Personnel	48 Hours prior to event
**Deploy Management Team to District	12 Hours after the event
Mobilize Project Resources to Begin Operations	24 Hours after the event
Fully Operational	72 Hours after the event

***In the case of an unpredictable event, our guaranteed response time is within 24 hours of notification*

KNOWLEDGE OF MANAGEMENT AND STAFF

Rostan's entire staff is dedicate year-round to the disaster consulting services discipline. This singular focus coupled with our team's experience with disaster debris management and recovery projects provides assurance that we maintain the expertise necessary to support the District throughout all phases of the disaster lifecycle. Rostan's management team members have more than 150 years of combined experience in disaster debris management operations and Public Assistance support services.

Our team is intimately familiar with the policies and procedures of the Federal Emergency Management Administration (FEMA), National Resource Conservation Service (NRCS), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Emergency Management (FDEM), U.S. Department of Housing and Urban Development (HUD), and the Federal Highway Administration (FHWA). Rostan's team has hands-on experience dealing with these agencies' policies, procedures, and disaster specific requirements.



4.2 ROSTAN STRATEGY AND APPROACH

Over the past 20 years Rostan has developed what is now a tried and true method for managing and implementing debris monitoring projects. Keeping on the forefront of technology we have integrated with digital hiring platforms to expedite and ease the temporary hiring process, created extensive training documentation for rapid deployment of local hires, and developed proprietary, user-friendly software that digitizes data collection functions while providing for better management and visibility of the debris removal effort. We are always pushing the envelope with new technologies backed by a management philosophy that prioritizes providing quality services over profits. This allows us to focus on what is most important following a disaster. We have worked hand-in-hand with all of the industry's major debris collection firms and are able to ensure the District that having Rostan as their debris monitoring services provider will enable a cohesive and efficient debris removal mission.

Our project management approach is centered on 5 key principles. These principles have been paramount to the success we have had helping our clients recover from major disaster events.

- Placing the public's safety and wellbeing first
- Utilization of locally hired residents, resources and businesses
- Listening to you and understanding your unique situation
- Responding with a sense of urgency and focus
- Maximizing your reimbursement funding

A proper management plan cannot be implemented until the impacts have been identified. This is where we listen to you and understand the District's unique situation. Every disaster is different, just like every client is unique. We have had the great fortune of serving more than 75 clients in disaster recovery scenarios during the past 5 years and that experience allows us to develop solutions that better suit the District's unique situation.

As a specialized firm, we are partial to small businesses and prefer to utilize locally hired residents and other resources to the greatest extent possible. We believe in investing in the community and have found over the years that there is no substitute for local knowledge after a devastating event. With that in mind, it is completely understandable that the wellbeing and safety of the public is the first of the 5 key principles which we build upon our management plan.

At the end of the day we wouldn't be in this business if we didn't understand that reimbursement funding is a key component to a successful recovery operation. We proudly stand by our experience and knowledge of state and federal regulations and can ensure you that every effort will be made to maximize the value of each dollar spent.

STAFF RESERVES



Rostan staff reserves consist of cadres of veteran disaster debris monitoring specialists identified and assembled over years of disaster events and categorized by specialty, such as DMS tower monitor, supervisor, HaulPass® technician, public assistance coordinator, time and materials monitoring specialist, etc. These staff reserves allow us to supplement our deployment efforts while engaging and training locally hired staff. Rostan staff reserves fill the gaps until such time we can provide properly trained and experienced local staff to fulfill the requirements of debris recovery efforts. Rostan staff reserves are well versed in FEMA regulations and guidelines, such as *FEMA 325, 327, 329, and Public Assistance Program & Policy Guide FP-104-009-2 / June 2020.*

RECRUITING

Our goal in any disaster recovery effort is to hire locally to the greatest extent practical. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job

posting sites, while also employing old-fashioned techniques, such as word of mouth, and accessing potential local candidates through military veterans organizations, religious organizations, and local labor surplus offices. We generally refrain from using paid, third-party employment agencies. Our experience leads us to believe that these agencies are not properly invested in the well-being of the candidates nor the community.

HEALTH AND SAFETY/MONITOR TRAINING

Rostan’s health and safety approach is based upon our lessons learned, near misses, industry best practices, applicable federal, state, local regulations, and contractual requirements. Rostan will designate a health and safety officer for the duration of the debris recovery mission to support the project manager, operations manager and supervisors with respect to health and safety protocols and procedures established in the Health and Safety Plan (HASP). Rostan will develop a HASP that addresses health and safety procedures for the overall debris monitoring field operation, each DMS, each citizen drop-off site, and final disposal sites. During the COVID-19 pandemic, Rostan will use best practices and follow CDC and local guidelines with respect to all staff and project participants.



Additional PPE is available as operational parameters may dictate, e.g., life vests, dust masks, sun screen, insect repellent, work gloves, etc.

QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Rostan personnel at all levels are aware of the importance of providing a quality work product. We will provide a designated QA/QC officer to oversee Rostan’s operational performance and support the project manager, operations manager and field supervisors in implementing our QA/QC protocols and procedures.

QA/QC TASKS GENERALLY INCLUDE BUT ARE NOT LIMITED TO:

- Daily review of HaulPass® ticket data, scale receipts and other manifests
- DMS permit application review and approvals
- Reconnaissance of current debris zones for daily progress
- Random re-certifications of debris contractor vehicles
- Random health and safety inspections and audits

ADDITIONALLY, THE HAULPASS® SYSTEM PROVIDES SIGNIFICANT QA/QC FUNCTIONS FOR:

- ROW monitor location tracking and performance measurement
- Damage resolutions
- GIS-based debris collection progress mapping
- DMS monitor performance measurement and audits
- Debris contractor performance measurement and resource allocation
- Debris contractor invoice reconciliation
- Reimbursement support documentation audit

4.3 DEBRIS COLLECTION, MANAGEMENT, AND DISPOSAL PLAN

The debris monitoring plan below is a typical plan formulated for a hurricane or other predicted event. Upon award, Rostan is available to assist the District with the development of a customized debris monitoring plan.

Rostan's strategy and approach for managing disaster debris collection and disposal is consistent and compliant with FEMA guidance documents (e.g., *Public Assistance Program & Policy Guide FP-104-009-2 / June 2020*, and supplementals). We place an emphasis on health and safety and sound training techniques.

PRELIMINARY DEBRIS MONITORING PLAN

DEBRIS MONITORING TASKS	ACTION ITEM	TIMELINE
PRE-EVENT TASKS		
PLANNING AND COORDINATION	Summarize operational and communications plan, DMS locations, and logistics and staging areas	During off-season and 72 hours prior to landfall
INITIAL PRE-LANDFALL COORDINATION	Telecommunications and/or in-person contact with client	72 hours prior to landfall
DEBRIS CONTRACTOR COORDINATION	Place debris contractor on stand-by	72 hours prior to landfall
OEM AND FEMA COMMUNICATION	Coordinate OEM and FEMA client public assistance conference calls	As requested
LOGISTICS AND OPERATIONS COORDINATION	Implement preliminary mobilization of Rostan reserves	72 hours prior to landfall
	Preliminary staging of field kits	72 hours prior to landfall
	Initiate Event Manager/HaulPass® data and GIS database	72 hours prior to landfall
PRE-LANDFALL COMMUNICATION	Prior to hurricane landfall the project manager and/or District liaison will participate in conference call to discuss event status with staff and contractors	Occurs daily morning and afternoon within 72 hour landfall window
	Prior to hurricane landfall the project manager and/or District liaison will report to the EOC or other designated forward staging area	Report as requested
DEBRIS MONITOR MOBILIZATION	Mobilization of Rostan reserves	Landfall is imminent
	Implement Rostan staff recruiting plan	72 hours prior to landfall
	Remote staging of equipment and personnel	72 hours prior to landfall
POST-EVENT TASKS		
ADMINISTRATIVE TASKS	Obtain presidential disaster declaration	6 to 48 hours after landfall
	Obtain notice-to-proceed/issue certificate of insurance	Landfall to 48 hours after
	Continue with staffing plan implementation and training	6 hours after landfall and until the end of the debris mission
OPERATIONS MANAGEMENT TASKS	Perform preliminary damage and debris assessments	2 to 48 hours after landfall
	Evaluate Debris Management Sites (DMS)	2 to 48 hours after landfall
	Perform preliminary debris cost estimate	2 to 48 hours after landfall
	Update GIS map with debris zones	2 to 48 hours after landfall
	Compile and issue daily report	Daily beginning 2nd day after landfall
	Obtain permit or appropriate approvals for DMS locations	6 hours after landfall until all necessary DMS locations are operational
MONITOR DEBRIS CONTRACTOR FIRST PUSH	Monitor equipment and labor hours of debris contractor equipment that is mobilized utilizing T&M daily log forms	70-hour T&M period

PRELIMINARY DEBRIS MONITORING PLAN [CONTINUED]

DEBRIS MONITORING TASKS	ACTION ITEM	TIMELINE
POST-EVENT TASKS [CONTINUED]		
MONITOR RIGHT-OF-WAY DEBRIS COLLECTION	1st Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 1 through Week 6
	2nd Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 7 through Week 10
	3rd Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 11 through Week 12
MONITOR SPECIAL WASTE COLLECTION	Monitor debris contractor crews collecting eligible special waste disaster debris such as appliances, stumps, leaning trees, hanging limbs, and HHW etc. from public ROWs	Week 3 through Week 10
DMS OVERSIGHT AND MONITORING	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	1st week until debris mission complete
	Observe debris contractor operations at the site to assure environmental compliance	1st week until debris mission complete
	Perform “load calls” of debris contractor debris loads	Throughout mission
	Monitor debris contractor upon exit of DMS	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR CITIZEN DROP-OFF SITES	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	Prior to opening DMS locations
	Document and record residents and debris drop-off	Throughout mission
	Observe debris contractor operations at the site to assure environmental compliance. Document amount of debris processed	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR FINAL DISPOSAL	Obtain documentation that final disposal location is permitted and approved for the debris material	1st week until debris mission complete
	Monitor final disposal of debris contractor and obtain scale record or load manifest	Throughout mission
DATA MANAGEMENT/ HAULPASS EVENT MANAGER	Manage and facilitate roll-based access and use of dynamic HaulPass Event Manager website for mission progress reports, data transfer, and an ensemble of data reports	Throughout mission
	Perform debris contractor invoice reconciliation	As invoices are submitted by debris contractor
	Issue applications for payment of debris contractor invoices	As invoices are submitted by debris contractor
	Coordinate and facilitate data transfers request from debris contractor, state and federal personnel	Throughout mission
CALL CENTER	Operate and staff call center in coordination with CIC	Throughout mission
WATERWAY DEBRIS REMOVAL MONITORING	Monitor debris collection crews collecting eligible debris from area waterways	If needed
MONITOR PRIVATE PROPERTY DEBRIS REMOVAL	Manage PPDR program	If needed
DEMOLITION OF STRUCTURES ON PRIVATE PROPERTY	Manage demolition program	If needed
PROJECT CLOSEOUT	Provide electronic and hard-copy files	Mission completion

A synopsis of Rostan's monitoring tasks are discussed below.

PRELIMINARY DEBRIS ASSESSMENTS

Debris estimation is critical to determining the type and size of a debris recovery operation. In coordination with the District, we will evaluate the potential impact area prior to an event and develop a disaster debris estimate utilizing industry standard modeling software. Following the impact, we will perform preliminary debris estimates based upon aerial, topographical, and visual reconnaissance of the affected area compared to pre-event conditions. Within 24-48 hours of activation, we will provide debris estimates as well as develop a monitoring staffing plan in coordination with the District and the debris contractor.

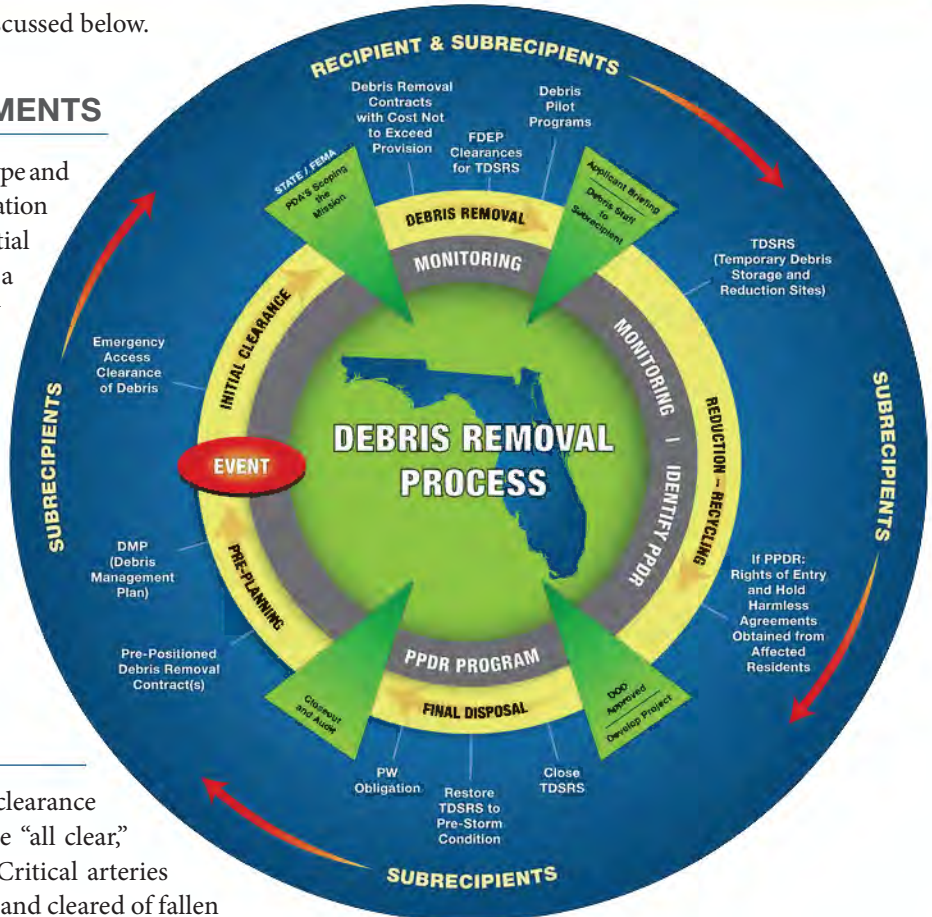
MONITORING FIRST PUSH/CUT AND TOSS

Following an event, the "initial push" or debris clearance phase begins as soon as possible following the "all clear," typically issued by the incident commander. Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local client crews and Rostan monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, Rostan will provide quality assurance monitors to document and record time and materials efforts during the debris clearance phase. Rostan utilizes customized time and materials forms as well as the HaulPass® system to document and monitor debris clearance operations. Rostan can and will facilitate the administration and management of the information to be provided in support of project worksheet development for Category B reimbursement from FEMA.

Rostan will perform the following tasks during the debris clearance phase:

Certify and placard equipment and vehicles
Assist with documenting and prioritizing roads for immediate clearance
Capture time and materials efforts by District personnel, contractor staff crews, and volunteers
Manage the time and materials information collected daily
Issue a daily report of roads cleared, road status and schedule, and other salient data
Review and reconcile contractor and supplier invoices
Compile and provide information for all Category A and B PWs



DEBRIS MANAGEMENT OPERATIONS AND REPORTING



Rostan will communicate and coordinate with the District with respect to its Operations Command Center from which we will coordinate field operations. Field monitors are deployed with debris contractor crews to monitor the loading of trucks and to issue load tickets. We provide area field supervisors that are responsible for a defined geographic area in support of monitoring efforts. Our supervisors will work closely with the District recovery manager and field service representatives to anticipate and address changing field conditions, manage communications, deploy field staff, and make adjustments as necessary to efficiently manage debris collection operations. Our HaulPass® system provides timely data from the field in terms of trucks deployed, volume of materials received at each DMS, and GPS mapping of debris removal efforts.

In addition, we will coordinate with District personnel to respond to any potential property damage claims resulting from the debris removal process and establish a call center for claims reporting and management of claims resolution. This call center will be located at the Operations Command Center. During previous debris recovery efforts, we have utilized our proprietary disaster debris damage complaint tracking system to track complaints from residents, document evaluations of damaged property, capture images, and ensure that each complaint was tracked from inception to final resolution.

Rostan staff will coordinate and communicate with the District regarding overall debris recovery status, debris contractor performance and daily debris recovery operations. Rostan provides daily reporting to document each day's activities and the HaulPass® Event Manager is accessible via a web interface to view real-time operational information such as:

- Debris volumes collected by debris type
- Debris volumes hauled by type
- Debris quantities by DMS
- Equipment certification totals

A daily report will be provided the morning of the following day, and weekly reports can be provided if requested. The daily report format shall be approved by the District.

ROW DISASTER DEBRIS COLLECTION MONITORING

Our Right-of-Way (ROW) load site quality assurance monitors (ROW monitors) are trained with respect to FEMA *Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2, June 2020* guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. Rostan's operations manager and supervisors work closely with the District and debris contractor personnel to provide ROW monitors for each debris crew mobilized by the debris contractor. Rostan's operations manager and supervisors are responsible for ROW monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries.

Each Rostan ROW Monitor will be equipped with a HaulPass® handheld unit as well as all necessary field equipment and required health & safety personal protective equipment (PPE). Rostan ROW monitors are capable of performing any of the tasks listed below:

- Monitor eligible disaster debris collection from ROW and public property
- Initiate a HaulPass® load ticket for each eligible load of disaster debris
- Monitor debris contractor activities
- Report health & safety concerns
- Report and document property damage or accidents
- Monitor collection of special waste such as appliances, HHW, etc.
- Mobilize and de-mobilize daily

SPECIAL WASTE MONITORING

Special waste is considered to be disaster debris material that is typically collected separately from vegetative and C&D storm debris. The most common special wastes include:

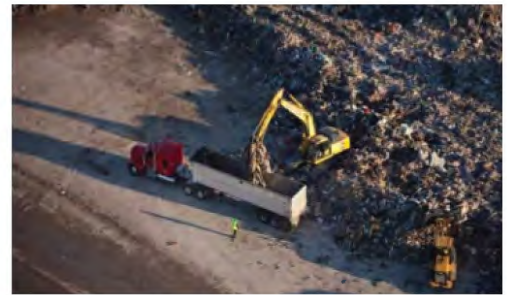


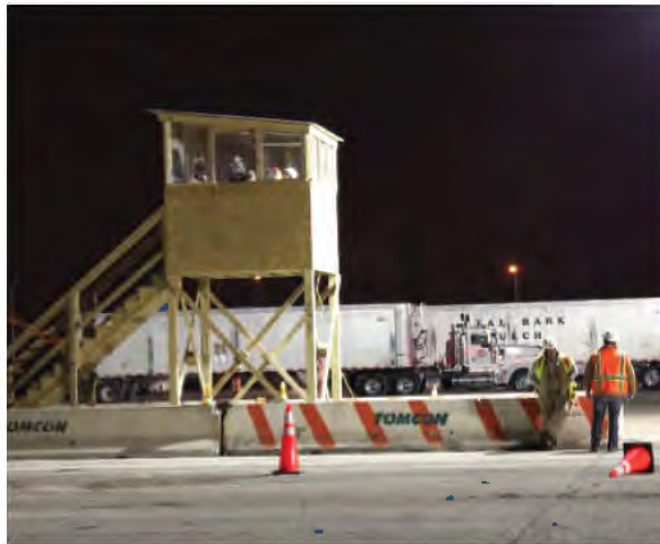
White Goods
Household Hazardous Waste (HHW)
Hazardous Stumps
Hanging Limbs
Leaning Trees
Abandoned Vehicles
Derelict Boats

Rostan special waste monitors are experienced ROW monitors that have received additional training and experience monitoring special wastes. Rostan assigns a monitor to each debris contractor special waste crew. Rostan's operations manager coordinates closely with the debris contractor to facilitate a safe and efficient operation. Rostan monitors use HaulPass® to document each eligible debris item (e.g., hazardous stump, refrigerator, etc.) with photographs tagged with GPS coordinates and any footnotes.

DEBRIS MANAGEMENT SITE (DMS) SELECTION AND APPROVALS

Effective debris management begins with the identification of potential DMS locations. We will assist the District in obtaining necessary approvals and permits from local, state and federal agencies for each site. Initially, our project team coordinates with the District to obtain relevant information such as current site ownership, current site use, right-of-entry considerations for privately owned sites, planned reduction methodologies for each site, and District-specific objectives for each site. We then collect baseline data on the designated DMS consistent with federal, state and local requirements and in general accordance with FEMA guidelines. Baseline data collection and monitoring activities are focused on achieving successful and timely site closure. Information obtained for each site is compiled into a baseline DMS report, as well as a closure report that we prepare after all debris has been removed from the site. If requested, we conduct both base-line and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely affected by these activities.





MONITORING DMS OPERATIONS

We conduct frequent observations throughout the debris management process as debris is stored, reduced, and removed from various sites, and until site restoration to pre-disaster condition is complete. We evaluate the debris contractor's procedures for proper storage, management, and disposal of all debris types and advise the District of any potential issues that could affect reimbursement funding. We also can arrange for aerial photography to document overall site activities during debris management operations.

Following debris operations, our project team will prepare a DMS closure report documenting the site conditions upon closure. This report compares baseline and closure environmental conditions that typically includes a comparison of analytical data collected as well as photographic documentation for visual comparison. Rostan DMS-related monitoring tasks may include:

DMS selection and approval assistance

Development of criteria for management of a DMS

Inventory of all sites handling debris (such as DMS locations, landfills, staging areas, citizen drop-off sites, etc.)

Permitting and coordination needs for DMS locations, including communications with state and local regulatory agencies

Performance of baseline data collection including photos and/or video of each DMS, current site layout sketch, documentation of physical features, current land use, current structures, use or storage of chemicals (past or current) on-site, and other relevant information

Development of a sampling plan for each DMS including sampling locations, specific media, and analytical parameters, if required

Performance of baseline soil and groundwater sampling, if required

Ongoing DMS monitoring

DMS closure

Preparation of a DMS baseline and closure report for each site

TOWER MONITORING AND LOAD CALLS

Rostan provides tower monitors that have extensive experience in DMS monitoring activities and have worked with us on previous disaster recovery events. Rostan tower monitors understand debris site management and equipment. It has been observed by others that Rostan tower monitors are among the most professional and technically competent in the industry. Our monitors are trained to verify the truck volume, identify truck modifications, accurately make the load call, document daily volumes managed, and observe contractor activities.

EQUIPMENT AND VEHICLE CERTIFICATION

Rostan has experienced, fully-dedicated, and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping to maximize reimbursement. We have established an electronic data capture protocol for equipment certification operations utilizing our HaulPass® System.

Rostan staff understand the importance of equipment and vehicle certifications. Rostan utilizes the HaulPass® system for digitally recording, storing and managing the information associated with each piece of equipment. Certifications can be provided for cubic yardage and/or tonnage. Rostan certification teams are experienced with volumetric measurement and calculations for all types of debris contractor vehicles and equipment used in the industry. Our certification staff follow Rostan's standard operating procedures which are consistent with FEMA *Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2, June 2020* and contain some of the following components:



HaulPass® system equipment/vehicle certification form

HaulPass® smartcard and placard Issued for each vehicle or piece of equipment

Debris contractor safety checklist verified

Random QA/QC re-Certifications — conduct random audits of contractor equipment to ensure the volume is consistent with the original placard

Rostan certification teams can certify 24 hours per day, 7 days per week if required.

CANALS AND WATERWAYS DEBRIS MONITORING

Removal and monitoring of debris from canals and waterways increases the complexity and potential danger of a typical ROW debris management event and requires a specialized approach. Rostan has extensive experience monitoring debris removal from navigable and non-navigable waterways. For example, we monitored debris removal operations for both the Sunshine Water Control District and the Coral Springs Improvement Districts in Broward County, FL as part of the Hurricane Irma recovery. These projects were performed from the water, as access to each district's canals is extremely restricted. Given the cost associated with this type of debris removal, it was imperative that debris, along with hazardous limbs and trees, be completed on the first pass. To accommodate that, Rostan performed a comprehensive survey of each canal to catalogue debris piles and leaners/hangers. This was accomplished using tablets to photodocument areas of concern. Photodocumentation included capturing GPS for each area. This information was shared with our clients and with their debris contractor. Collection of this type of information allows critical preplanning to occur prior to mobilization. Once completed a drone was used to capture a video record of the completed work. This information was useful in dealing with concerned residents whose properties abut the canals. In New Jersey following Hurricane Sandy, Rostan provided extensive waterways debris monitoring that included documenting canal, channel and embayment dredging of storm related materials. Rostan will coordinate monitoring operations with the debris contractor and District to ensure a safe and efficient collection and disposal of eligible storm debris. It is our policy to provide an experienced monitor for each debris collection crew.



TYPES OF DEBRIS FIELDS INCLUDE:

Storm drains, catch basins and flood control ditches
Canals, streams, rivers and inland waterways
Bays, beaches and channels

TYPES OF DEBRIS MAY INCLUDE:

Displaced damaged structures such as buildings, docks, pillars, etc
Derelict vessels and vehicles
Vegetative storm debris such as tree trunks, limbs, etc
C&D debris
Displaced sand and soil
Dredge spoils

Rostan understands the importance of taking additional safety precautions when performing debris monitoring in waterways.

PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION MONITORING

Typically, FEMA does not provide federal support for work conducted on private property. In certain instances, eligible applicants can apply for federal support for this type of work if the damage is extensive, and deemed harmful to a community at-large. Private property debris removal (PPDR) and structural demolition work in accordance with federal, state, and local requirements can require extensive logistical coordination, detailed record keeping, and operational aptitude. Rostan is highly adept at providing and managing all three of these aspects.

Since 2011, Rostan has had the opportunity to serve multiple clients in this capacity, most recently the Army Corps of Engineers in New York City and two municipal clients in New Jersey following Hurricane Sandy in 2014.

This continued experience has allowed us to adopt and refine our approach to PPDR/demolition projects. Initial focus is placed on determining the areas of impact and conducting site evaluations to determine the extent of damages and formulate site specific management plans. Historically, these site evaluations have involved FEMA and other governmental agencies such as the Florida Department of Environmental Protection (FDEP).

Once properties are identified they are placed into a queue that generally follows the FEMA 19-point checklist. This checklist includes processes that must be followed to remain eligible for reimbursement funding and conduct a safe debris removal effort. Some of these processes are lengthy and can consume considerable amounts of time, therefore it is critical to understand project management tools and coordinate processes simultaneously. For example, the checklist includes obtaining utility disconnect notices. This requires a letter from a service provider confirming utilities have been disconnected from an identified structure. In some instances, it may take 2-3 weeks before a service provider can disconnect a utility and issue a letter of disconnect. When 4-5 service providers are involved for one structure this process alone can burden the management process and slow the recovery effort. Rostan understands these challenges and is experienced in managing multiple processes simultaneously to expedite recovery efforts.

At the same time, a Right-of-Entry (ROE) agreement signed by the owner or the owner's authorized agent is required for each project site on private property. Without this document municipalities and their representatives do not have legal authority to access the property. At times, these are easy to obtain and residents voluntarily submit them. In other times, residents have been displaced or even worse deceased, due the disaster. In instances where volunteered authority is not an option it is critical to have a consultant with experience in these matters. Rostan has this experience and has assisted in tracking down displaced residents and next of kin and developed paths forward whether it's through code enforcement and condemnation procedures or other alternatives.

Rostan has developed comprehensive project management solutions tailored specifically to past clients to help manage PPDR/demolition programs and is committed to providing nothing less to the District. We can provide web-based tools that grant user-based access allowing for an efficient management PPDR/Demolition program.

Some of the highlights from our PPDR/Demolition Module are as follows:



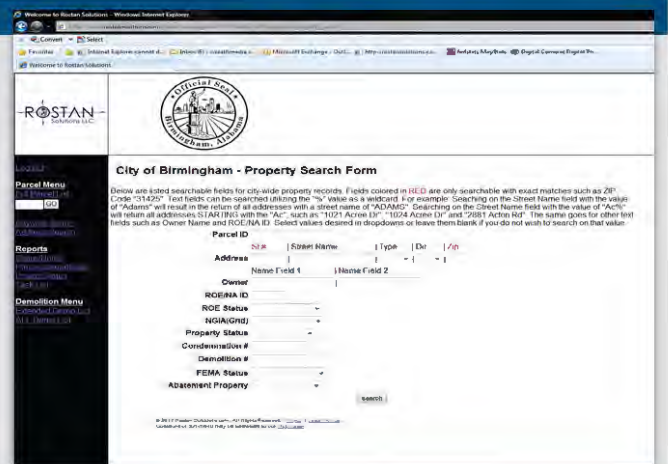
USER-BASED LOGIN ACCESS

Access to data collected is restricted due to document sensitivity and privacy concerns. This data will be collected on behalf of the District and will be shared with verified stakeholders only upon approval by District officials. Furthermore, user roles can be restricted to read only disabling the ability of a user to change data.



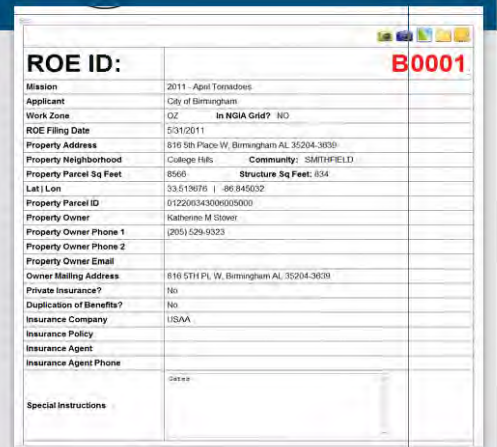
DATA INTEGRATION

Rostan can integrate external data sets into its database. In this example, the client provided us with access to their parcel data. This enabled us to search their data set for property records through our interface. Field investigations confirmed whether work was required on the parcel and we were then able to create a record in our Module using the parcel data as the record base. This measure, though simple on the surface, saved countless hours of record searches and increased project efficiency.



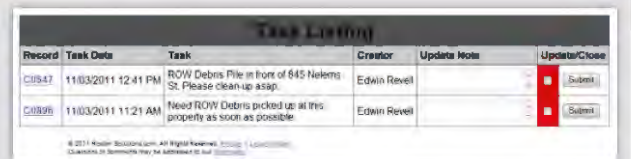
SITE PROFILES

Field evaluations are responsible for identifying sites or potential sites that may require PPDR/demolition work. When field data is collected, it is brought to a data manager or logistics coordinator and a profile for that site is created in our Module. The creation of a site profile creates a unique ID number and initiates a system of checkpoints. A checkpoint might be obtaining an ROE or uploading “before work” site photos. These profiles are regularly updated and trigger subsequent steps in the process. Once all pre-work requirements have been met the site profile will produce a “ready to proceed” indicator. When the physical PPDR/demolition work is complete, the site profile will be updated to include additional elements and provide as site closeout checklist. Site profiles are the blueprint for each site and are integral to the recovery operation.



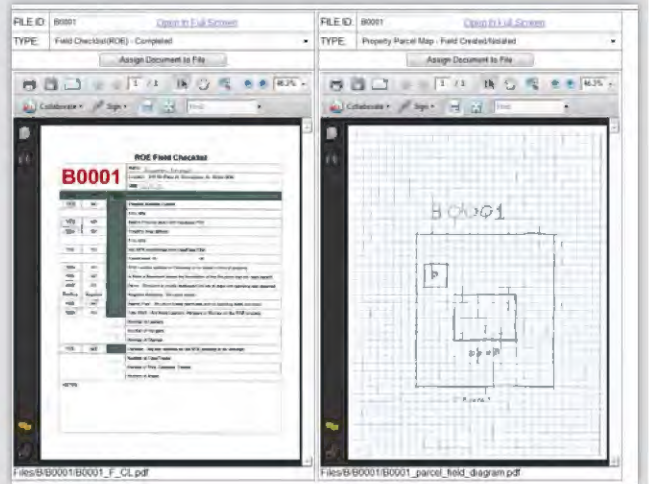
TASKING

Tasking allows users, such as the District, to assign a task to a Rostan representative. A task might be simple like “Mr. Johnson has her insurance certificate but is unable to mail it. Can you send someone to retrieve it from 1324 West Apple Street please?” This feature allows users in-module communication and reduces the use of external emails and other forms of communication resulting in increased operational continuity.



DIGITAL RECORD KEEPING/FILE MANAGEMENT

Though paper records are necessary, we digitize as many aspects of the PPDR/demolition process as possible. This means creating a digital record for each site and managing associated documents. Site specific digital records may include photographs, maps, load tickets, ROE forms, utility letters, occupancy notices, etc. These digital records are updated daily and mirror the field folder. In fact, we generally advise against using original documents in the field where possible. Should a hard copy need to be available at a given work location we recommend creating a duplicate paper record for field use only. Digitizing records allows multiple users to access the same file simultaneously and increases operational and logistical efficiency. At the end of the project Rostan will turn over all original documents and a digital record of each site to the District.



EXPORTS/REPORTS

All data collected can be queried to provide reports and meet reporting requirements of the District. Typically, we generate a broad project status report and provide .CSV or Excel files for download. Experience has taught us that these data files are generally of the most use.

Right of Entry / Nuisance Abatement					
PROJECT STATUS REPORT					
November, 8 2011 11:56 AM					
Project Total		Total	B#	C#	D#
Total Properties:		1108	525	559	24
Properties Entering Program (1)		Total	B#	C#	D#
Property Detail Received:		1	1	0	0
Property Evaluation:		0	0	0	0
Site Photos Requested:		0	0	0	0
Site Photos Completed:		0	0	0	0
Site Photos Available:		0	0	0	0
Properties Starting/Started Work (6)		Total	B#	C#	D#
Approval to Proceed:		0	0	0	0
Work Started:		0	0	0	0
Hold Work:		8	5	3	0
Properties Ready to Close (943)		Total	B#	C#	D#
Work Completed:		36	32	4	0
After Photos Available:		0	0	0	0
Demo Hold:		139	60	55	24
Property in File Review:		768	166	301	0
Properties Closed (0)		Total	B#	C#	D#
Property Closed:		0	0	0	0
Properties Currently Ineligible, Withdrawn or Outside NGIA (457)		Total	B#	C#	D#
Property Ineligible/Withdrawn:		307	111	196	0
Property Outside NGIA Gnd:		150	150	0	0

CONFIGURABILITY

Our PPDR/Demolition Module can be tailored to meet specific District needs. Whether it is added functionality like user configurable reports or a change as simple as where a link is on a page, we will make every effort to accommodate these requests.



4.4 ADDITIONAL RELATED SERVICES

ACCOUNTING AND DOCUMENT MANAGEMENT

Rostan shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the District for processing. Rostan shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the District and debris contractor(s) representatives. All invoices from the debris contractor(s) shall be directed to Rostan. Within seven (7) calendar days of receipt, invoices shall be reviewed by Rostan to be accepted or rejected. Rostan shall issue in writing to the District and the debris contractor the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, Rostan shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

Rostan will collect, audit for completeness and accuracy, tabulate, and organize debris monitoring information and data, vehicle certifications, project records, photos, manifests, and other pertinent project information, to support FEMA, state and local reimbursements, and in support of subsequent audits.

Rostan will provide regular status updates to the District, to include creating, updating and maintaining a database that contains all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the District and the District shall have access to the database to perform queries and produce reports. Rostan shall provide our reports in a timely manner as may be requested by the District. Following is sample documentation:

ROSTAN FIELD LOGS

The forms shown are:

- DEBRIS REMOVAL DAILY TOWER LOG:** Includes fields for DATE, LOCATION, MONITOR NAME, and SIGNATURE. A table with 25 rows tracks HAULPASS TICKET I.D., PLACARD I.D., LOAD CALL, CALC. CY / TONS, and TIME IN.
- DEBRIS REMOVAL DAILY MONITOR LOG:** Includes fields for DATE, LOCATION, MONITOR NAME, and SIGNATURE. Sections include FIELD ARRIVAL, FIELD DEPARTURE, CREW NAME/PHONE, ROADS / AREAS WORKED, SUMMARY OF DAILY ACTIVITIES, NOTES OF SIGNIFICANCE, and INCIDENTS.
- REQUEST FOR DATA CORRECTION FORM:** Includes fields for DATE, REQUESTED BY, and HAULPASS TICKET NUMBER. A table tracks corrections by DATE, TIME, LOCATION, MATERIAL, QUANTITY, LOAD CALL, MONITOR, and OTHER. Includes signature lines for CONTRACTOR REPRESENTATIVE and APPLICANT REPRESENTATIVE.
- DEBRIS REMOVAL DAILY TOWER LOG (Bottom):** Includes fields for SUPERVISOR, DATE, and PAGE. A table tracks PDA #, RW 420 #, EMPLOYEE NAME, EMPLOYEE SIGNATURE, TIME OUT, TIME IN, and INITIAL RETURNED.
- DEBRIS REMOVAL DAILY Haul Log (Bottom):** Includes fields for SUPERVISOR, DATE, and PAGE. A table tracks NAME, SIGNATURE, TIME IN, TIME OUT, COUNTY, CITY, LOCATION, TOTAL, and ROLE.

DAILY OPERATIONAL REPORT



CHARLESTON COUNTY, SC Debris Management Daily Report

OCTOBER 9, 2019

HURRICANE DORIAN | FEMA DR-4464

73° F



10,588.9 CY

202

30

TODAY'S WEATHER

TODAY'S VOLUME

TODAY'S LOADS

DAY OF OPERATIONS

DAILY ACTIVITY SUMMARY

Hurricane Dorian Debris Removal Operations commenced in Charleston County at 0700 this morning. AshBritt Environmental (AshBritt) provided 42 certified trucks and/or trailers throughout the day to remove and properly dispose of vegetative debris from designated Rights-of-Way (ROWs), as well as remove leaning trees and hanging limbs from ROW locations. AshBritt crews were accompanied by at least 1 Rostan representative ensuring that debris was removed from eligible locations.

There were no incidents to report.

HAULER CREWS

AshBritt utilized 42 certified trucks and/or trailers to remove debris from eligible ROWs. Debris removal efforts consisted strictly of vegetative debris removal. Additionally, there were 4 tree crews and 15 utility crews utilized to remove power lines and hanging limbs from eligible ROWs.

MONITORING

Rostan personnel were assigned to monitor and document work performed by AshBritt along designated ROWs and to verify disposal of debris at Hyde Park Road DMS, Pine Landing Road DMS, and Walpole DMS. Spot checks were determined by Rostan and included field monitors, leaner/hanger monitors, tower monitors, etc.

AREAS WORKED

AshBritt crews cleared hurricane debris from along:

- AD1: ADAMS RUN
- OLD MILITARY RD
- AD2: ADAMS RUN
- HIGHWAY 162
- AD3: ADAMS RUN
- HIGHWAY 165
- ES 1 M PLEASANT
- WHITE FLAT RD
- ES 1 M PLEASANT
- W SHIPYARD RD
- ED 1 F EDISTO
- EDINGSVILLE BEACH RD
- ED2: EDISTO
- LOUIS BERRY LN
- MARY SEABROOK RD
- ED3: EDISTO
- MIDDLETON POINT LN
- ED4: EDISTO
- HICKORY KNL
- HICKORY LANE DR



All data represented in this summary is subject to audit of HAUIPASS database, field logs, etc. and should be considered an operational summary only.

J03: JOHNS ISLAND	COLONEL HARRISON DR	GEORGIA GUARD DR
BATTLE TRAIL DR		
CAMP CARE RD	SHADOW POND RD	WILD PLUM RD
CRANFORDS CND	WINDY HOLLOW DR	WINDY HOLLOW DR
J2: JAMES ISLAND	JAMES DR	RIERLAND DR
FORT JOHNSON RD		STONO DR
J3: JAMES ISLAND		
ARTHUR DR	CAMP RD	GETTYSBURG DR
WILKINSON BLVD		MOUNT VERNON DR
J4: JAMES ISLAND		PORT SOMERSET DR
ANCHOR RD	BREAKWATER CT	REGATTA RD
BLOCKADE LN	MIKELL DR	SEAFARER WAY
J5: JAMES ISLAND		LAKE FRANCES DR
CLEARVIEW DR	LANCASHIRE ST	ROBERT E LEE BLVD
J6: JAMES ISLAND		
ASHWORTH LN	CORNISH AV	MELLICHAMP DR
KEEKAHAWI		N MAYFLOWER DR
SUMMER DUCK WAY		
OST FOSBORN		
COUNTY LINE RD	HYDE PARK RD	
RAI TRAVENEL		
DAWSON RD		
RAI TRAVENEL		
MESSERVY RD		
RAI TRAVENEL		
ERNEST HILTON LN		
W01 WEST ASHLEY	DOGWOOD RD	
ASHLEY RIVER RD	FOREST LAKES BLVD	
BANBURY RD	GAMMON ST	
BEECHWOOD RD	HOLLIDAY ST	
CHANCELLORY LN		
W02 WEST ASHLEY	CHURCH CREEK DR CT	
W01 WEST ASHLEY	RICE POND RD	
W01 WEST ASHLEY	ASHLEY GARDENS BLVD	GAZANIA WAY
W02 WEST ASHLEY		
BOLTON RD	MARGINAL RD	
BUNKHOUSE DR	MCLEOD RD	
BUTTE ST	PARKLAWN DR	
CORRAL DR	PKLEY ST	
W03 WEST ASHLEY		
ARLINGTON DR	CHEROKEE HALL LN	
W04 WEST ASHLEY		
2ND DR	KENYON ST	
CHELSEA CT	N WOODMERE DR	
W05 WEST ASHLEY		
LANGO AV	WINSTON ST	
W06 WEST ASHLEY		
5TH AV	RIVERDALE DR	
W07 WEST ASHLEY		
ASHDALE DR	KIPLING RD	
BOSSIS DR	LONGFELLOW RD	
BROWNING DR	MARTIN LUTHER KING BLVD	
ENDO DR	N SHERWOOD DR	
W08 WEST ASHLEY		
BOEING AV	CULVER AV	
CESSNA AV	HALO LN	
W09 WEST ASHLEY		
WALDZEE WATMALAW		
ALLANDALE PLANTATION RD	BRIGGER HILL RD	



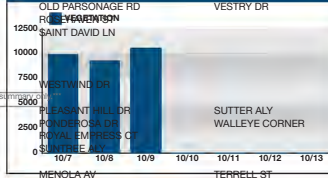
All data represented in this summary is subject to audit of HAUIPASS database, field logs, etc. and should be considered an operational summary only.



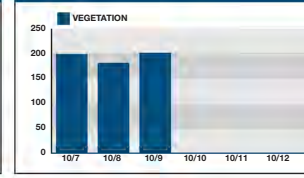
OCTOBER 10, 2019 - OPERATIONS PLAN

Debris Removal Operations will commence at approximately 0700 and conclude at or near 1900. It is anticipated that AshBritt will provide up to 60 trucks and/or trailers for collection and hauling. AshBritt crews will muster with Rostan personnel prior to departing for the field.

CUBIC YARDS DAILY TOTALS WEEK OF OCTOBER 7, 2019



LOADS DAILY TOTALS WEEK OF OCTOBER 7, 2019



DEBRIS REMOVAL SUMMARY: LEANERS / HANGERS

DEBRIS TYPE	TODAY	TOTAL
HANGERS	219	4,400
LEANERS	13	60
PROJECT TOTALS - LEANERS/HANGERS	232	4,460

DEBRIS REMOVAL SUMMARY: VEGETATIVE

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBRIS ACCEPTED TODAY [CUBIC YARDS]	DEBRIS ACCEPTED TOTAL [CUBIC YARDS]
HYDE PARK ROAD DMS	108	4,036	5,515.20	202,055.50
PINE LANDING ROAD DMS	8	1,052	385.30	53,079.40
SEEWEE ROAD DMS	0	1,890	0.00	103,805.30
WALPOLE DMS	85	4,059	4,688.40	213,369.80
PROJECT TOTALS - VEGETATIVE	202	11,037	10,588.90	572,310.00

DEBRIS REMOVAL SUMMARY: LOADING LOCATION

MUNICIPALITY	LOADS TODAY	TOTAL LOADS	DEBRIS REMOVED TODAY [CUBIC YARDS]	DEBRIS REMOVED TOTAL [CUBIC YARDS]
CITY OF CHARLESTON	102	4,011	5,436.30	208,529.70
CITY OF FOLLY BEACH	0	80	0.00	4,229.10
CITY OF ISLE OF PALMS	0	200	0.00	10,275.50
COUNTY OF CHARLESTON	54	3,763	2,787.70	187,452.50
TOWN OF AWENDAW	0	36	0.00	1,901.10
TOWN OF HOLLYWOOD	2	319	94.90	16,663.60
TOWN OF JAMES ISLAND	40	857	2,051.70	46,075.30
TOWN OF MCCLELLANVILLE	0	21	0.00	1,189.50
TOWN OF MEGGETT	0	133	0.00	7,000.20
TOWN OF MT PLEASANT	0	1,473	0.00	81,704.10
TOWN OF RAVENEL	4	59	218.30	3,004.50
TOWN OF ROCKVILLE	0	24	0.00	1,214.60
TOWN OF SULLIVANS ISLAND	0	61	0.00	3,070.30
PROJECT TOTALS - LOADING LOCATION	202	11,037	10,588.90	572,310.00



All data represented in this summary is subject to audit of HAUIPASS database, field logs, etc. and should be considered an operational summary only.

Rostan's reports are customized based on each client's specific needs.

ROSTAN DMS CLOSURE REPORT



CHARLESTON COUNTY, SC Debris Management Site Report

HURRICANE DORIAN | FEMA DR-4464

HYDE PARK ROAD DMS

6381 Hyde Park Rd.
Adams Run, SC 29470

32.817028, -80.257787

1750000031

ADDRESS

GPS LOCATION

PARCEL IDENTIFICATION

HYDE PARK ROAD DMS ACTIVITY SUMMARY

A South Carolina Department of Health and Environmental Control (DHEC) approval letter was issued on September 9, 2019 allowing for the consolidation and temporary storage of vegetative debris resulting from Hurricane Dorian at Hyde Park Road DMS. Onsite operations commenced September 10, 2019. The final day of right-of-way debris hauling into Hyde Park Road DMS was October 28, 2019.

OPERATIONS SCHEDULE

In general, operations at Hyde Park Road DMS occurred on a 7-day per week schedule, 0700-1900 hours.

DEBRIS TOTALS

A grand total of 4,365 truckloads of vegetative debris were brought into Hyde Park Road DMS, totaling 218,711.80 cubic yards of debris.

FINAL DISPOSITION

Vegetative debris at Hyde Park Road DMS was reduced to mulch by grinding. The mulch reached final disposition at Spring Grove Landfill in Ladson, SC. A grand total of 727 loads of mulched vegetative debris totaling 20,444.43 tons was disposed of at the landfill.

EXHIBITS

EXHIBITS	PAGE
Exhibit A Property Parcel Map	2
Exhibit B Permits	3
Exhibit C Clearance Acknowledgement	16
Exhibit D Cleared DMS Photos	17
Exhibit E DMS Load Locations	21
Exhibit F HaulPass® Load Tickets	22
Exhibit G HaulPass® Final Disposal Tickets	100

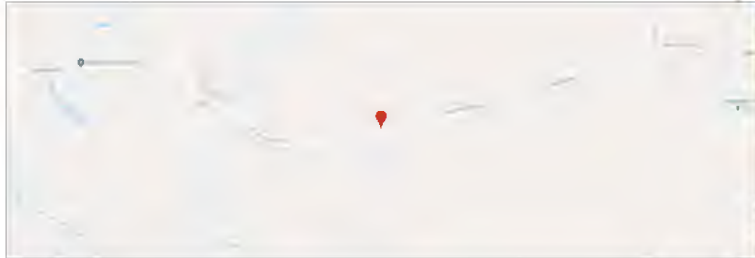
ROSTAN



HYDE PARK ROAD DMS
6381 Hyde Park Road
Adams Run, SC

Note: The Charleston County makes every effort possible to produce the most accurate information. The Agency retained on the map hereby and for information purposes only. The Charleston County makes no warranty, express or implied, nor any guarantee as to the content, accuracy, reliability, completeness or timeliness of any information provided. The County neither warrants, represents or endorses, and the reader agrees to hold harmless the Charleston County for any cause of action and/or liability associated with any source of action which may arise as a consequence of the County providing this information.

Author: Charleston County SC
Date: 10/28/2019



Rostan Solutions, LLC

- 1 -

ROSTAN

Charleston County, SC | DR-4464

ROSTAN



Rostan Solutions, LLC

- 18 -

Exhibit D: Cleared DMS Photos | Charleston County, SC | DR-4464

dhec Storm Debris Management Form
Bureau of Land and Waste Management
PLEASE PRINT ALL INFORMATION

1. GENERAL SITE INFORMATION
Name of Site: 6381 Hyde Park Road
County: Charleston
Zip: 29426

2. CONTACT INFORMATION
Name: Robert S. Collins
Address: P.O. Box 284
City: Darlington
State: SC
Zip: 29517

3. DEBRIS MANAGEMENT AND STORAGE
Debris Management: [] Storage [] Grind [] Other: Grind and Store
Storage Location: [] On-site [] Off-site: Spring Grove Landfill

4. APPROVALS
Site Manager: Robert S. Collins
Date: 11/11/19

5. REMARKS

Rostan Solutions, LLC

- 3 -

Exhibit B: Permits | Charleston County, SC | DR-4464

ROSTAN



Rostan Solutions, LLC

- 20 -

Exhibit D: Cleared DMS Photos | Charleston County, SC | DR-4464

DAMAGE COMPLAINT TRACKING

During debris operations some property damage may occur while debris removal takes place. Rostan will coordinate with District personnel to respond to problems in the field associated with any property damage claims resulting from the debris removal process, and establish procedures for claims reporting and management of claims resolution. Rostan will establish contact with the resident and debris contractor to ensure timely resolution of these incidents.

We will visit and document the damaged property and populate a database for claims tracking which provides for documentation of the actions taken to resolve the claim. This database includes photographs with GPS coordinates, GIS mapping, photos, and digital logs of resident concerns. Rostan will follow up with the resident to make sure communications are clear between all parties. Rostan will also provide follow up phone calls or site inspections to confirm the claim has been resolved.

Rostan is pleased to provide our interactive online damage complaint tracking and resolution system which tracks all complaints, including details of damages and photos of damaged property and/or areas, to ensure that each complaint is resolved expeditiously.

The screenshot displays a web interface for tracking damage complaints. On the left, a table titled 'Closed Incidents' lists various cases with columns for ID, Status, Priority, and Date. On the right, a detailed view of an incident is shown, including the date of completion (11/05/2005), parcel name (MICHAEL), and a description of the damage to a fence. A photograph of the damaged fence is included in the incident details.

PUBLIC ASSISTANCE (PA) FUNDING SUPPORT

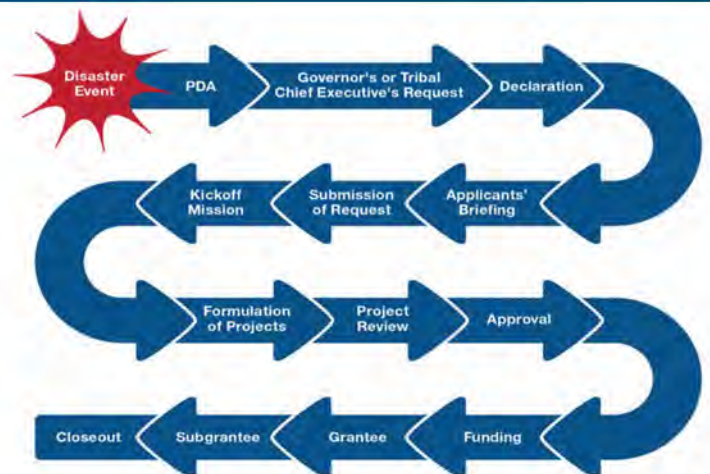
As an integral part of disaster management consulting, Rostan provides financial consulting services to its clients as required to support the grant application and recovery process. Our proven experience with technical disaster recovery and strategy development and implementation is geared to maximize disaster funding assistance for clients. We understand the dynamics of disaster recovery financial planning, resource allocation, as well as the need for financial stability. We have extensive experience in representing clients' costs to grantee and federal agencies responsible for administering grant programs.

The scope of services contemplated by the District's RFP identifies considerable non-debris related services pertinent to the overall recovery of the District. Though the provided fee schedule does not include all applicable roles to facilitate assuming responsibility for these tasks, we have included our approach to providing these services to the District in the event that they are needed, and fees negotiated.

FEDERAL GRANT ASSISTANCE

Rostan has the capability and experience to support federal grant assistance in every disaster recovery and mitigation program currently administered by FEMA, HUD, FHWA, USDA, et al. Rostan prefers that the approach include building state stakeholder capacity, a client partnership can look like one or any mix of the following:

- Responsibility.** Rostan can supply all elements of project and grants management for the District. Our team consists of former federal, state and local program managers, regulatory compliance staff, program experts, former state floodplain managers, NFIP and ICC experts, mitigation planners, and technical support staff in benefit-cost analysis, cost estimating,



hydrologic studies, project conceptual design, permitting support, environmental and engineering reviews, site visits / inspections, and program audits.

- **Shared Services.** Rostan can partner with the District to provide varying degrees of specific program tasks, working in concert with local staff to offer technical support and program capacity.
- **Mentoring.** Rostan can provide training, mentoring and support until District staff is prepared to operate the programs primarily on their own, retaining surge capacity to supplement the District in times of disaster or other need, and as growing programs demand new capabilities.

Rostan has developed a series of SOPs, guidance documents, and training materials for grants and project management of federal programs such as PA, HMGP and CDBG. Our approach is to provide an efficient and standardized system for the District to optimize the funding opportunities to its communities.

Most federal grant programs have a similar life cycle, as follows:

PRE-APPLICATION PHASE

Rostan staff will meet with the District to discuss proposed projects and communicate program requirements to the District. We have a dedicated funding team and will advise the District of other resources that may be available to leverage multiple sources of funding.

If necessary, Rostan will assist the District in the preparation of a pre-application, reviewing for program eligibility, national objective and whether the project sustained a direct impact from the storm. If not, a justification for economic revitalization will be prepared for the project. The team will verify that the District has adopted the latest flood elevations and appropriate building codes.

APPLICATION PHASE

Rostan will assist the District with the completion of the application and the citizen participation requirements. All necessary forms will be developed, such as the budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, etc.

ELIGIBILITY

Federal grant applications submitted must be program eligible, cost effective, environmentally sound, and technically feasible. Rostan team reviewers include former PA, HMGP and CDBG-DR project managers, experienced technical staff (with BCA development, EHP review, and floodplain management expertise), and mitigation planners. Typical elements that must be satisfied:

- Compliance with all requirements of federal grant eligibility – Damage, impacts, at risk.
- Conformance with the current state hazard mitigation plan and any applicable local hazard mitigation plans
- A beneficial impact upon the declared disaster area, and compliance with any applicable state directives in the state program administrative plan for the specific disaster
- Solution of a problem independently
- Cost-effectiveness and evidence of substantial reduction of the future losses
- Long-term and technically feasible
- Conformance with all applicable environmental, historic, or cultural preservation requirements
- Required non-federal match
- Leveraging issues for multiple grant sources
- Conformance with all applicable federal, state and local regulations (e.g., NFIP regulations or state/ local building codes)
- High level technical feasibility

Once the application is found to be complete and feasible, the team's in-depth technical review will begin to drill down into the details of the proposed project to confirm the benefit-cost analysis; apply any pertinent regulations; review cost estimates, site plans and architectural drawings; affirm thoroughness of the application; check that all documentation required for environmental and/or historic preservation is included; and if warranted, provide assistance with Requests for Information (RFI).

CONTRACT DEVELOPMENT

As with other parts of the grant management process, Rostan has developed contract management SOPs and best practices detailing every step of contract development, including approval and execution process and authorities. These SOPs have been developed in consideration of each federal program and its respective regulations and policies and will be coordinated with the state. During the contract development process, staff will develop a full scope of work using the information provided in both the original application and in the federal award letter. Additional input will be obtained from technical and environmental experts, as appropriate. The process for preparing the project scope differs between construction projects and non-construction (planning and initiative) projects.

Rostan will work with the District to include all relevant state & federal statute citations, executive orders and other guidance in the contract vehicle to be used to implement the projects funded by federal sources. Any various required attachments (e.g., maintenance agreements, vendor debarment, quarterly reports, reimbursement forms), will be included for compliance.

CORRESPONDENCE

Rostan has developed boilerplate copy for project monitoring correspondence, application review and contract development correspondence, and correspondence related to every phase of a project's life cycle. Correspondence or documents that are not template in nature can be quickly drafted upon request and sent to the District for review, approval and use. Ensuring clear communication has been and will continue to be a pillar for success with federal programs.

SUB-GRANTEE PROCUREMENT / PROGRAM MANAGEMENT

So that the District will know and understand procurement requirements relative to federal programs, Rostan will:

- Compile all federal / state procurement requirements/references and develop information for distribution, such as procurement policies, anti-displacement plans, the 504 plan, disclosure reports, MBE reports, fair housing activities, procurement process FAQs, and other required documents

- Ensure that contractual agreements and procurement documents contain necessary language and forms

- Develop a multi-tiered QA/QC process to ensure that awards and contracts meet all regulations

- Use quarterly reporting mechanisms to document progress, including any procurement activity

- In coordination with the Grantee, perform regular desk monitoring through the review of Requests for Reimbursement

- Provide checklists to be submitted with Requests for Reimbursement

- Review bid documents, advertisements, addendums if applicable, wage rates, attend bid openings, pre-construction conferences, etc. to ensure compliance with state and federal laws.

- Perform labor compliance reviews, as applicable.

- All costs will be reviewed for eligibility and cost reasonableness (If the project is competitively bid, there will be no need for this review).

- Assist the District / sub-grantee in developing RFP/RFQ materials for engineering, architectural or construction services to ensure all required items are included, such as proper wage rates, minority goals, etc.

- If needed, Rostan will attend and provide assistance at preconstruction conferences, bid opening, tabulation and minutes, bid award and contractor eligibility. The contract will be reviewed for program compliance before execution.

- Should issues arise relative to the bids received such as the lowest bid exceeds the budget, or rejected bids, Rostan will work through those issues with the District and advise

- Assure that corrective action plans are developed, enforced, and implemented, as needed

- Ensure compliance with Single Audit Act requirements, review audit reports, as necessary

- Participate in resolution of audit findings

REIMBURSEMENT REQUESTS

The Rostan portfolio includes the submission of Requests for Reimbursement for many federal programs. Rostan can effectively manage eligible and ineligible items, provide appropriate and specific documentation of expenses, and direct allocation of costs to the appropriate funding source when match is required / multiple programs provide funding. The contract instrument, allocation of funding shares is delineated, and any prevailing limits or restrictions on specific funds are clearly outlined and structured.

Rostan correlates the implementation of the project scope with the grant funding scope to streamline the reimbursement process and decrease confusion with the Grantor and Grantee.

DOCUMENTATION

Federal and State documentation and records retention requirements will be reviewed and incorporated into all areas of project and program workflows. Project file checklists and regular file reviews will ensure file completion. Sub-grantees are required to maintain and submit specific documentation to the grantee to ensure complete and accurate documentation to demonstrate programmatic and financial compliance with all applicable regulations and guidance. Reimbursements will be unable to be processed unless all required documentation is complete and submitted.

Rostan will assist with the maintenance of all documentation in a format acceptable to the State and dovetail with program workflows and procedures, streamlined for review and auditing purposes. During project implementation, sub-grantees must submit quarterly reports, thoroughly documented requests for reimbursement, and maintain their project file. Rostan will ensure that these requirements are fulfilled for each grant / program.

COMPLIANCE

It is critical that federal aid programs comply with all Environmental, Historic, Public Health & Safety Requirements/ Legal Requirements. Rostan will work closely (training, outreach, SOPs, site visits, and desk review) with the District to ensure full compliance with all applicable laws, regulations, and other programmatic and financial requirements including all environmental, historic, and public health and safety requirements. The team will use all opportunities to monitor project and grant activities, including checklists, database records, quarterly reports, site visits and conference calls to assure that all legal requirements of both programs are satisfied.

CLOSEOUT

To minimize challenges with the project close-out process, Rostan begins the accounting for close-out on day one of implementation, ensuring details are not forgotten or documents misplaced by the time critical audit preparation efforts begin. File review and monitoring will take place throughout the project life to reduce any corrective actions at the end of a project. A critical part of project close-out is the development of a Close-out Checklist.

A project close-out process will be recommended to ensure that all contractual and programmatic requirements are satisfied. A final inspection or deliverables review is conducted after the project is 100% complete. A reconciliation of financial records is completed, and the eligibility, national objective and beneficiary data and characteristics of beneficiaries are included with each file.

AUDIT ASSISTANCE

Rostan will implement the following steps to ensure compliance with regulations, provide audit coordination and assist the District with responding to audit findings. Throughout grant administration, we use a QA/QC process to detect fraud, waste, and abuse by sub-grantees. This includes:



IMPLEMENTING A CONTROLLED ENVIRONMENT

Based on program requirements and guidance, there will be a set of clear expectations. A complete review of program policies and procedures will be completed prior to ramp-up activities.

ESTABLISHMENT OF RESPONSIBILITY

Training to identify suspected fraud, waste, and abuse will be conducted with appropriate staff and specific roles will be assigned.

REGULAR RISK ASSESSMENT

Throughout the grant cycle, specific personnel will be tasked with identifying and analyzing various factors that create risk for the projects and develop methodologies and procedures to minimize this risk.

DOCUMENTATION STANDARDS

Strict documentation standards will be required and will maximize the use of source documents that can be independently and objectively verified.

MONITORING

All internal policies, procedures, and other control mechanisms will be regularly monitored to ensure effectiveness. Monitoring touch points include: desk monitoring, site visits, and performance tracking and reporting.

TRANSPARENCY

Transparency will be encouraged throughout all program areas where possible. Findings of fraud, waste, and abuse will be anonymized and distributed to stakeholders to increase awareness and transparency of program operations.

The team will assist the District with audit finding resolutions. This will be accomplished by thorough involvement in the review of audit findings with applicable auditors. In addition, the team will be available to provide feedback on corrective action plan development. Once a corrective action plan is finalized, the team will assign staff resources to follow-up on all corrective action plan elements and timelines to ensure that audits are resolved in a timely fashion.

HAZARD MITIGATION

Hazard Mitigation, though often reactive as a result of a prior event, is part of the preparedness process in the disaster lifecycle. It involved identifying vulnerabilities and implementing solutions to reduce impacts to communities, facilities, and critical infrastructure.

404 AND 406 MITIGATION

The following outlines the systematic approach to be implemented by Rostan to facilitate the FEMA Mitigation Programs, a key component to long-term recovery and preparation for future events.

Determining effective mitigation projects and solutions that can be implemented through the FEMA Mitigation programs, is the primary goal of the following steps. This methodology is also utilized for other mitigation programs and modified in accordance with program objectives.

- Characterize the Facility
- Determine Hazard Risk
- Identify the Level of Protection
- Quantify Vulnerabilities
- Mitigation Options Evaluation
- Benefit-Cost Analysis
- Develop PWs, Alternate Procedures, and HMPs

Rostan has provided both State level and local level support for the Hazard Mitigation Assistance (HMA) programs, including managing these programs for the State of Florida for many years. Our experience includes SOP development, performance measurement framework

development, monitoring plan development and implementation, loss avoidance reporting, project and program evaluation, financial reconciliation, program management, project tracking, and audit assistance.

NON-DISASTER MITIGATION GRANT PROGRAMS

Mitigation projects utilizing these federal post-disaster grant funds may include such activities as elevation of flood-prone structures, flood proofing, acquisition or demolition, localized drainage projects and some mitigation planning projects. Federally funded mitigation grant programs include the Pre-Disaster Mitigation Program, the Flood Mitigation Assistance Program (FMAP), the Repetitive Flood Claims Program and the Severe Repetitive Loss Program. The State also funds the Residential Construction Mitigation Program (RCMP) annually.

HUD COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

CDBG Action Plan & Program Development: At the District's request, Rostan will facilitate the development of a compliant Action Plan, and Action Plan Amendments must be prepared and approved by HUD which allows the District to receive a grant agreement and amendments from HUD. Rostan has extensive experience in drafting Disaster Recovery Action Plans, amendments, developing disaster related policies, procedures, reporting and tracking systems, and monitoring plans for infrastructure, economic development, and housing programs.

PLANNING AND PREPAREDNESS SERVICES

Rostan offers a variety of planning and preparedness services ranging from basic plan review and employee training to extensive multi-agency plan development. Some of our standard service offerings are highlighted below

- Business Continuity Planning
- Emergency Operations Planning
- Continuity of Operations (COOP) Planning
- Continuity of Government (COG) Planning
- Capabilities Assessments
- Crisis Management Planning
- Emergency Communication Planning
- Evacuation Planning
- Incident Action Planning
- Pre-Disaster Recovery Planning
- Public Health and Medical Planning
- Threat and Hazard Identification Risk Assessment
- Emergency Management Program Compliance Analysis
- Emergency Management Program Assessments and Gap Analysis





DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT



SECTION 5— AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)



SUBMITTED BY

ROSTAN SOLUTIONS, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596
Jeff Cousins, Dir., Monitoring Ops
Office: 813.333.7042
Mobile: 954.707.8637
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Email: tmays@rostan.com
Website: www.rostan.com



5 AUTOMATED DEBRIS MANAGEMENT SYSTEM [ADMS]

HAULPASS®: OUR UNIQUE DISASTER DEBRIS MANAGEMENT APPROACH



HaulPass® completely eliminates the need for paper (manual) load tickets during a debris removal mission. HaulPass® is the most tested, proven, paperless, and reimbursed ADMS in the industry. Through the use of mobile data capture technology and encrypted Smart cards, HaulPass® establishes a secure data environment for collection and management of critical information that can be adapted to meet a variety of contract parameters. Data collected using HaulPass® is made available to stakeholders through a role-based secure web portal.

HaulPass® was validated by the US Army Corps of Engineers (USACE) in June 2008 and again in 2015 in response to ADMS requirements in USACE Advance Contract Initiative (ACI) Solicitations. HaulPass® was the only system to have been offered by respondents in all 11 Regions under the ACI program and the only ADMS to be validated by the USACE in 2008.

Rostan is the exclusive provider of our proprietary HaulPass® ADMS – the most proven system in the industry. HaulPass® is so reliable and easy to use that Rostan has not utilized paper load tickets since 2008 – for any client, period.

HaulPass® was developed with a primary focus on security and to combat the inefficiencies that plague a paper-based ticketing operation. With a focus on securely automating many of the necessary data collection aspects surrounding debris removal missions, HaulPass® was able to reduce errors and omissions, prevent fraudulent activity through a role-based modular application, and increase operational, reporting, and reimbursement efficiencies.

HaulPass® is modular data collection software that, when paired with properly specified hardware, enables end users to efficiently collect pertinent information necessary to support Project Worksheet (PW) development and ultimately enable reimbursement to occur expeditiously.

In general, HaulPass® performs in the following manner:

THE HAULPASS® PROCESS

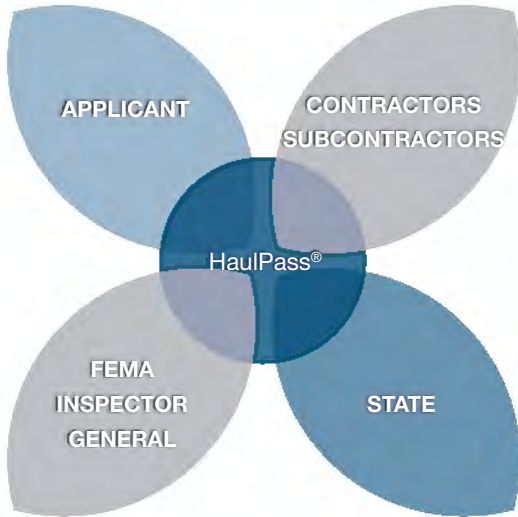
The certification process includes the certification of personnel authorized to operate the HaulPass® system and the certification of hauling or debris removal equipment. The certification process enables the system to perform two primary ticketing functions. These functions are known as hauling tickets (e.g., ROW tickets) and task specific tickets (e.g., hazardous stumps, white goods, HHW, etc.). In each case, the certification process results in the issuance of encrypted smart cards that serve as the medium through which data is digitally collected and processed.

In the case of personnel certification, the smart cards are role-based, providing the user with access to only a specific module within the software application. This role-based access prohibits users from accessing modules that they are not properly trained to operate and reduces the opportunity for unscrupulous activity. The majority of users will be certified to conduct right-of-way and DMS monitoring activities since these are the two most common roles utilized in debris removal operations.

Data contained in these digital tickets is ultimately synchronized from the field through cellular networks or via satellite uplink if cellular networks are not available and stored on secure data servers where it can be accessed by all stakeholders. The overall system does not, however, rely on cellular coverage to operate.

We would be glad to conduct a demonstration for the District upon request.

DATA ACCESSIBILITY



The HaulPass® Event Manager database is available via a secure internet portal (website) to all parties involved in the debris recovery process via role-based security to provide concise and accurate presentation of the data collected in the field. This data repository allows the stakeholder to utilize a central and consistent data set that increases the efficiency of reporting, invoice reconciliation, and supports PW development.

The HaulPass® Event Manager website is monitored and supported 24/7 by a development and database management team and is guaranteed by the hosting company to have 99.99% availability. Our database management team is responsible for the quality control (QC) of all data that is collected. The data also can be exported easily in various formats to provide compatibility with other systems for various purposes. In addition, a lead data manager will be assigned for each event response.

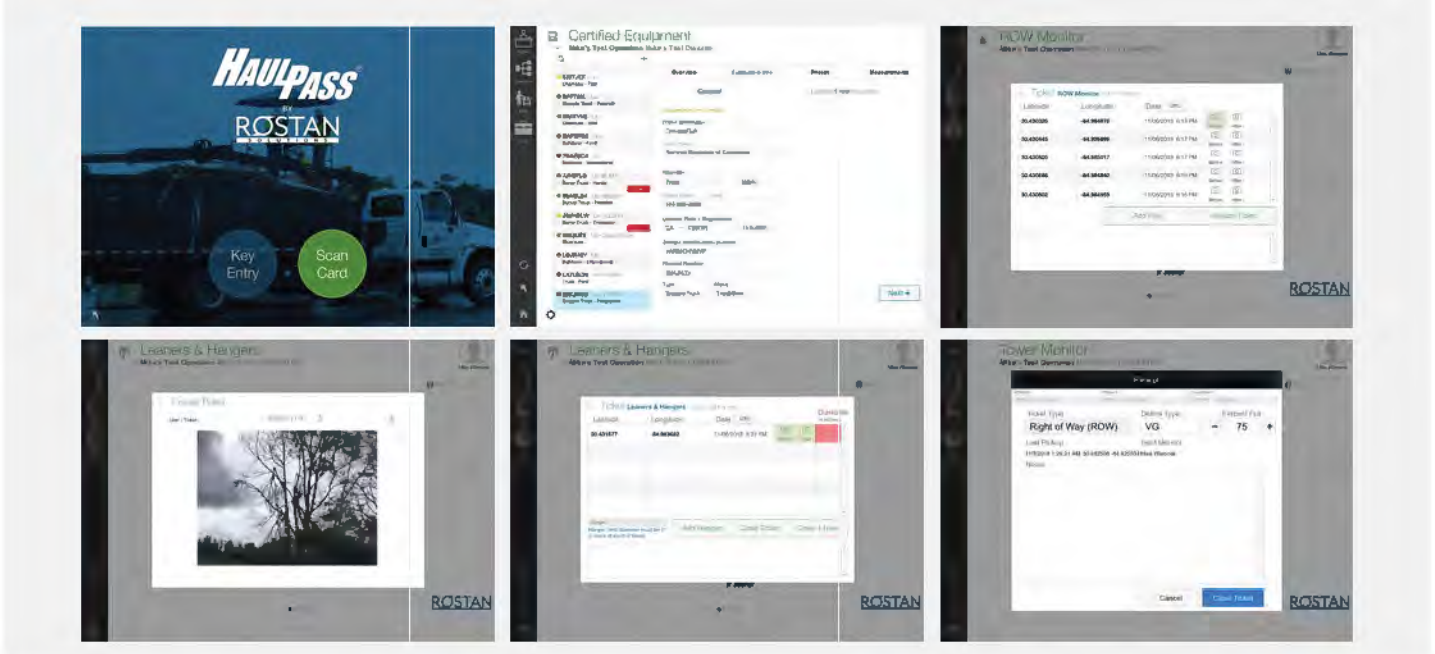
Role-based access can be provided at the discretion of the District. For example, the data can be administered in a way that allows contractors, the District, and FEMA to have different levels of access to data collected.

MAPPING AND PHOTOS

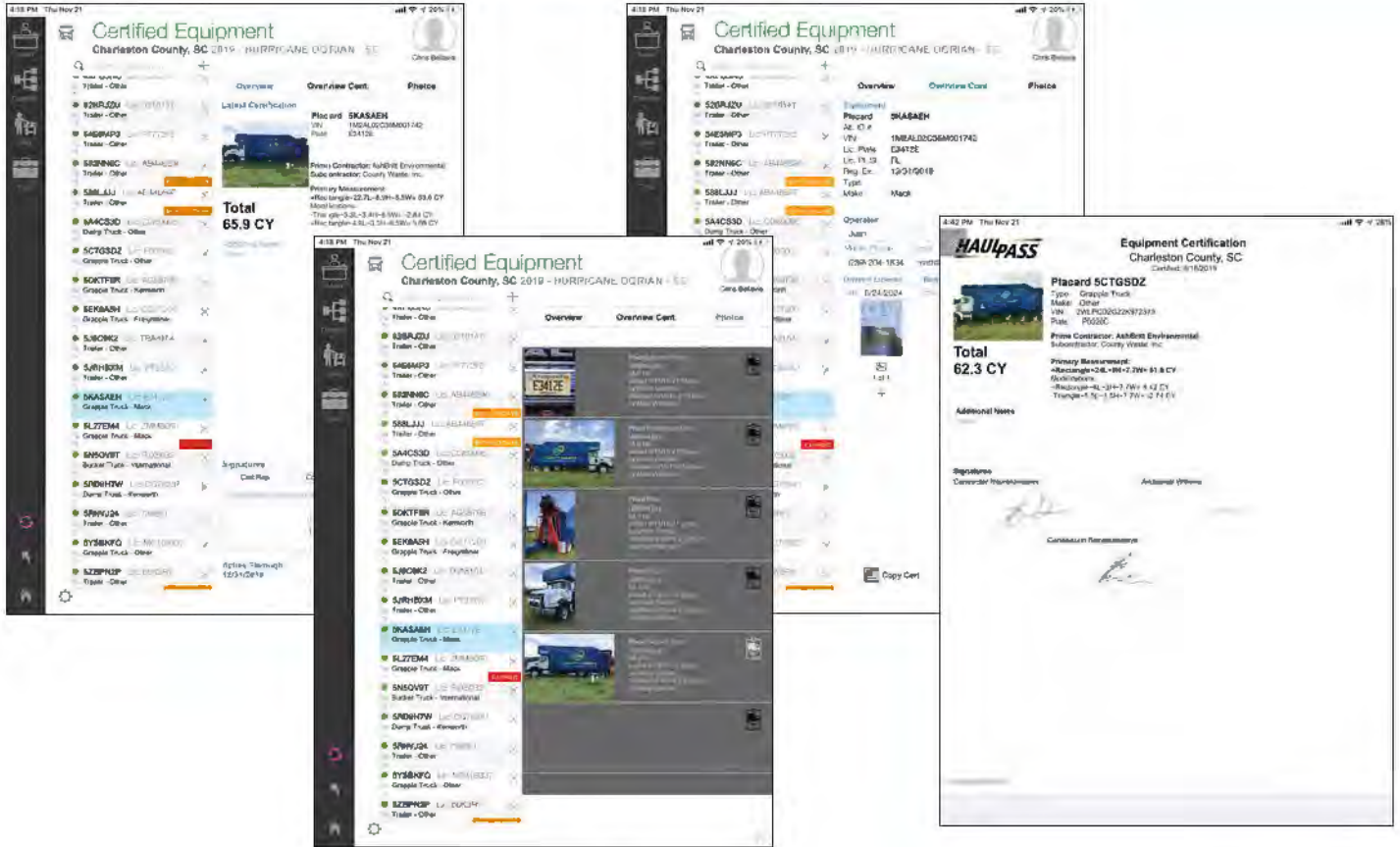
HaulPass® can capture photo documentation and provide illustrative mapping of debris collection. Some photo documentation is required by FEMA to support reimbursement requests for certain types of debris collection, but additional photos may be captured to document the operation and develop progress reports. Photos are tied to debris collection locations and hauling tickets. Combined with typical data collection elements, we can depict the progress of a debris removal operation in near real-time by displaying it on a web-accessible map. When extrapolated out across an entire debris removal arena, users can instantly see visible progress of the collection effort.



HAULPASS® INTERFACE



HAULPASS® EQUIPMENT CERTIFICATION



HAULPASS® RECEIPTS

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 8KPHPUF
Contractor Information	
Certification ID	724XEQE
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Load Information	
Monitor ID	6J293F4
Ticket Type	Right of Way (ROW)
Load Coordinates	32.741163, -80.241524
Load Time (UTC)	9/11/2019 14:52
Disposal Information	
Monitor ID	3ZRBVAX
Site Name	Hyde Park Road DMS
Tower Coordinates	32.816010, -80.258294
Disposal Time (UTC)	9/11/2019 15:21
Debris Type	VEG
Certified Capacity	72.4 CY
Load Call	70%
Calculated Quantity	50.7 CY
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM WWW.ROSTAN.COM	

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 48H2XWC
Contractor Information	
Certification ID	7DX4FJE
Prime	AshBritt Environmental
Sub	Tri-Rivers
Ticket Information	
Monitor ID	3KDFRM6
Ticket Type	Hanger
Load Coordinates	32.745113, -79.935474
Load Time (UTC)	9/28/2019 21:11
Unit Quantity	1.0
Notes	
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM WWW.ROSTAN.COM	

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 7YG89V9
Contractor Information	
Certification ID	6Z7SHY7
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Ticket Information	
Monitor ID	FVFFX96
Ticket Type	Leaner
Load Coordinates	32.751299, -80.077336
Load Time (UTC)	10/5/2019 14:41
Unit Quantity	1.0
Unit Diameter	17.1 in
Notes	
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM WWW.ROSTAN.COM	

A PROVEN PRODUCT

The HaulPass® system is supported in the field by a tested and proven debris management team and has proven successful in multiple deployments:

EVENT TYPE	YEAR	LOCATION	PROJECT
Hurricane Katrina	2006	Hancock County, MS	USACE – Debris Removal
Ice Storm	2006	Erie County, NY	Stump Removal
Post Hurricane Katrina	2007	Cocodrie and Lafayette, LA	Waterway Debris Removal
Hurricane Ike	2008	Galveston, TX	USACE/TXDOT – Debris Removal
	2008	Humble, TX	Debris Removal
	2008	Piney Point, TX	Debris Removal
	2008	Nassau Bay, TX	Debris Removal
	2008	Vermillion Parrish, LA	USACE – Debris Removal
	2008	Cameron Parrish, LA	USACE – Debris Removal
Earthquake	2010	Port-au-Prince, Haiti	Demolition and Debris Removal
Tornado	2011	Birmingham, AL	Demolition and Debris Removal
Tornado	2011	Joplin, MO	USACE – Demolition and Debris Removal
Hurricane Irene	2011	James City County, VA	Debris Removal
	2011	York County, VA	Debris Removal
	2011	Williamsburg, VA	Debris Removal
Hurricane Sandy	2012	New York, NY	USACE – Demolition and Debris Removal
	2012	State of New Jersey	NJDEP – Waterway Debris Removal
	2012	Brick Township, NJ	Demolition, PPDR, and Debris Removal
	2012	20 municipalities in NJ	Debris Removal
Ice Storm	2014	Jenkins County, GA	Debris Removal
Ice Storm	2015	White County, TN	Debris Removal
	2015	Cumberland County, TN	Debris Removal
Flooding	2015	Charleston County, SC	Debris Removal
Tornado	2016	Essex County, VA	Debris Removal
Flooding	2016	Iberia Parish, LA	Debris Removal
Hurricane Matthew	2016	Charleston County, SC	Debris Removal
	2016	Berkeley County, SC	Debris Removal
	2016	Martin County, FL	Debris Removal
	2016	Garden City, GA	Debris Removal
	2016	Port St. Lucie, FL	Debris Removal
	2016	Town of Sewall's Point, FL	Debris Removal
Hurricane Harvey	2017	City of Kountze, TX	Debris Removal
	2017	City of Lumberton, TX	Debris Removal
	2017	City of Orange, TX	Debris Removal
	2017	City of Sour Lake, TX	Debris Removal
	2017	Hardin County, TX	Debris Removal
	2017	Village of Piney Point, TX	Debris Removal
	2017	Village of Rose Hill Acres, TX	Debris Removal
Hurricane Irma	2017	City of Belleair Beach, FL	Debris Removal
	2017	City of Belleair Bluffs, FL	Debris Removal
	2017	Broward County Public Schools, FL	Debris Removal
	2017	City of Coconut Creek, FL	Debris Removal
	2017	City of Coral Springs, FL	Debris Removal
	2017	Coral Springs Improvement District, FL	Debris Removal
	2017	City of Dania Beach, FL	Debris Removal
	2017	Village of Estero, FL	Debris Removal
	2017	New College of Florida, FL	Debris Removal
	2017	Town of Indian Shores, FL	Debris Removal
	2017	City of Madeira Beach, FL	Debris Removal
	2017	Martin County, FL	Debris Removal
	2017	City of North Port, FL	Debris Removal
	2017	Town of Palm Beach, FL	Debris Removal
	2017	City of Port St. Lucie, FL	Debris Removal
	2017	Town of Redington Shores, FL	Debris Removal
	2017	City of St. Pete Beach, FL	Debris Removal
	2017	Town of Sewall's Point, FL	Debris Removal
	2017	Sunshine Water Control District, FL	Debris Removal
	2017	Town of Windermere, FL	Debris Removal
2017	City of Winter Springs, FL	Debris Removal	
2017	Tybee Island, GA	Debris Removal	
2017	Charleston County, SC	Debris Removal	
Hurricane Maria	2017	Puerto Rico	USACE – Debris Removal
	2017	DTOP – Puerto Rico	Debris Removal
Hurricane Florence	2018	City of Lumberton, NC	Debris Removal
	2018	Town of Carolina Beach, NC	Debris Removal
Hurricane Michael	2018	Liberty County, FL	Debris Removal
Hurricane Dorian	2019	Charleston County, SC	Debris Removal
Tornado	2019	City of Richardson, TX	Debris Removal
Flooding	2019	West Feliciana Parish, LA	Debris Removal

EQUIPMENT

In 2018 HaulPass® was renovated and the requirements to implement and manage the system were reduced considerably. What used to encompass loading a truck and a trailer has been replaced with an airline ticket and a couple of checked bags.

HARDWARE

Rostan has on-hand, and in a ready state, enough equipment to supply 250 field personnel with HaulPass® equipment. While we anticipate this to be enough equipment to service our standby agreements following a catastrophic event in Florida, we recognize that other events may occur at the same time. We maintain strong vendor relationships with our major hardware providers and can secure additional hardware in less than 48 hours. We do not believe equipment shortages will be an issue at any point.



CONSUMABLES

Smart cards are the backbone of HaulPass® ability to run in a non-connected environment. We source our smart cards, which are now contactless, factory direct. We purchase them 10,000 at a time. This quantity generally lasts several years before requiring replenishment.

HaulPass® also utilizes thermal paper to produce receipts for load tickets. While not necessary for the system to operate, we keep on-hand enough paper to produce 100,000 load tickets with more available with a 5-7 day notice. HaulPass® can run completely paperless, a mode which we prefer. Instead of producing paper receipts, we have integrated an email function into the system whereby emails are sent to contractors containing PDFs of the receipts.



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT

SECTION 6 – COST PROPOSAL

SUBMITTED BY

ROSTAN SOLUTIONS, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596
Jeff Cousins, Dir., Monitoring Ops
Office: 813.333.7042
Mobile: 954.707.8637
Fax: 813.333.7330
Email: tmays@rostan.com
Website: www.rostan.com



Section 4.0 – Cost Proposal

The Cost Proposal contains roles the District has identified as necessary to fully perform the scope of services required. Should the Contractor believe additional roles are necessary they are encouraged to include them in the space provided in the following table. Additional roles require the Contractor to define the tasks associated with those roles.

Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. The District reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

Role	Rate (\$)
Project Manager	\$85.00
Operations Manager	\$75.00
Field Supervisor	\$44.00
Field Monitor	\$35.00
DMS/Disposal Site Monitor	\$35.00
Data Manager	\$70.00
GIS Analyst	\$65.00
Environmental Specialist	\$78.00
Invoice Analyst	\$50.00
Clerical/Administrative	\$30.00
Grant Specialist	\$95.00
Senior Grant Consultant	\$115.00
Additional Required Roles (must define each role)	



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES



Request for Proposals | August 10, 2020



DISASTER DEBRIS MONITORING AND REIMBURSEMENT MANAGEMENT SERVICES FOR SUNSHINE WATER CONTROL DISTRICT

SECTION 6 – REQUIRED FORMS

- Byrd Anti-Lobbying Amendment Certification
- Drug Free Workplace Certification
- Equal Employment Opportunity Certification
- Non-Collusion Oath
- Good Faith Affidavit

SUBMITTED BY

ROSTAN SOLUTIONS, LLC
 3433 Lithia Pinecrest Road
 Suite 287
 Valrico, Florida 33596
 Jeff Cousins, Dir., Monitoring Ops
 Office: 813.333.7042
 Mobile: 954.707.8637
 Fax: 813.333.7330
 Email: tmays@rostan.com
 Website: www.rostan.com



BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

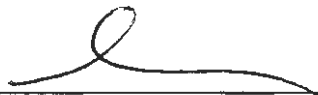
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Rostan Solutions, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Sam Rosania, Executive Vice President

Name and Title of Contractor's Authorized Official

8/6/2020

Date

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.



Signature of Contractor's Authorized Official

Sam Rosania, Executive Vice President
Name and Title of Contractor's Authorized Official

8/6/2020
Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The District requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.



Signature of Contractor's Authorized Official

Sam Rosania, Executive Vice President

Name and Title of Contractor's Authorized Official

8/6/2020

Date

NON-COLLUSION OATH

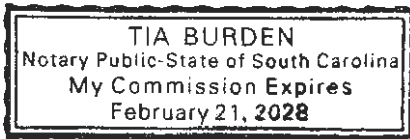
STATE OF South Carolina

COUNTY OF Charleston

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: Sam Rosania and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

[Signature]
Affiant Signature

Sworn to (or affirmed) and subscribed before me this 6th day of August,
2020, by Sam Rosania.



[Signature]
Signature of Notary Public

[STAMP HERE]

State of South Carolina

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF South Carolina

COUNTY OF Charleston

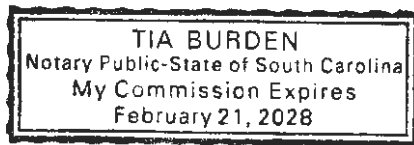
I hereby propose to provide the services requested in the District's RFP and, if awarded, enter into a contract with the District. I agree that the terms and conditions of the District's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the District may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the District or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

[Signature]
Affiant Signature

Sworn to (or affirmed) and subscribed before me this 6th day of August,
2020, by Sam Rosania.



[STAMP HERE]

[Signature]
Signature of Notary Public

State of South Carolina

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

Exhibit "B"

Task Order

TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between the OWNER and CONTRACTOR, effective [DATE], the OWNER hereby authorizes CONTRACTOR to perform services as specified in this Task Order and in accordance with the above-referenced Agreement.

I. Basic Project Information:

Project Name: _____

Agreement Number: _____

OWNER Representative: _____

CONTRACTOR Representative: _____

1. **Scope of Services:** CONTRACTOR shall perform services described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
2. **Period of Service:** The period of service shall be _____ days from Task Order effective date.
3. **Compensation:** CONTRACTOR's compensation under this Task Order, which shall not be exceeded without prior written authorization of the OWNER, is \$ _____.
4. This Task Order's Pricing Schedule is incorporated and provided as Attachment 2.
5. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Section 7.0 of the Agreement.
6. **Amendment:** This Task Order amends Task Order No. _____, Date: _____.

ISSUED AND AUTHORIZED BY:

ACCEPTED AND AGREED TO BY:

SUNSHINE WATER CONTROL DISTRICT

(CONTRACTOR)

By: _____

By: _____

Title: _____

Title: _____

Exhibit “C”

Fee Schedule

Role	Rate (\$)
Project Manager	\$85.00
Operations Manager	\$75.00
Field Supervisor	\$44.00
Field Monitor	\$35.00
DMS/Disposal Site Monitor	\$35.00
Data Manager	\$70.00
GIS Analyst	\$65.00
Environmental Specialist	\$78.00
Invoice Analyst	\$50.00
Clerical/Administrative	\$30.00
Grant Specialist	\$95.00
Senior Grant Consultant	\$115.00
Additional Required Roles (must define each role)	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

8

**AGREEMENT FOR DISASTER DEBRIS
MANAGEMENT, REMOVAL AND DISPOSAL SERVICES**

RFP 15-6365 Issued by Collier County Piggyback

THIS AGREEMENT FOR DISASTER DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL SERVICES (this "Agreement") is made and entered into as of the ___ day of _____, 2022 ("Effective Date"), by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes ("District") and **CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation ("Contractor").

WITNESSETH:

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District faces threats from disaster events which may occur with little to no warning, and which may cause debris to accumulate in the areas for which the District is responsible; and

WHEREAS, the District anticipates a need to retain an independent contractor to provide debris management, removal and disposal services for certain lands within the District in the event of a disaster; and

WHEREAS, the Contractor was awarded Request for Proposal 15-6365 by Collier County ("RFP") to provide professional services related to disaster debris management, removal and disposal services and Contractor entered into that certain Agreement 15-6365 for Disaster Debris Management, Removal and Disposal Services dated January 12, 2016 with Collier County ("County"), as amended; and

WHEREAS, the District desires to piggyback off of the RFP in order to enter into this Agreement whereby the Contractor shall provide disaster debris management, removal and disposal services to the District, and the Contractor represents that it is qualified to do so.

NOW, THEREFORE, the District and the Contractor agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF WORK AND SERVICES**.

A. The Contractor agrees to provide services to the District in a post-hurricane, tropical storm or other natural disaster, which services shall include all the debris management, removal and disposal services as may be requested by the District in the manner described in the RFP, and the Contractor's Proposal dated September 21, 2015, incorporated herein by reference (collectively, the "Work"). Specifications and other contract documents, as defined in the RFP, and all other related documents cited in the RFP are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

B. All debris disposed of by the Contractor as part of the Work must be sent to an appropriately approved landfill. The Work that may be undertaken hereunder is intended to cover all

property contained within the boundaries of the Naples Reserve Community Development District, located in Collier County, Florida, excluding private lots owned by residents and property owned by the Naples Reserve Homeowners Association, Inc. It is the intent of this Agreement that, upon the request of the District, the Contractor shall provide equipment and personnel to perform these services within the Property. The Work to be performed will be determined by the District and will be limited to the following: (x) such work the District determines to be in the interest of public safety; and (y) such work the District considers essential to the economic recovery of the affected area.

C. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Work in accordance with the conditions and prices as stated herein.

E. Contractor shall perform the Work on an as-needed basis. Performance of Work under this Agreement shall commence upon the District's issuance of a task order ("Task Order"). Each Task Order shall be in writing, describe the performance period, services to be performed and estimated cost and/or cost-ceiling agreed to be the District and the Contractor for services rendered under said Task Order.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District. All Work shall be performed in a timely, neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

4. MONITORING OF WORK. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representative"). The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to

services, materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates the District Manager to serve as the District Representative. The District shall have the right to change the District Representative(s) at any time by written notice to the Contractor. In addition to the District Representative, the District may designate one or more Debris Monitors. Contractor agrees to cooperate in coordinating its services with the instructions of the District Representative(s) and any Debris Monitors.

If the District Representative or a Debris Monitor identifies any deficiencies in the Contractor's Work, the Contractor shall then within the time period specified by the District Representative, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement and all exhibits hereto.

5. COMPENSATION TERM.

A. The term of this Agreement shall be from the Effective Date through January 12, 2023 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for up to three additional one (1) year periods pursuant to the terms hereof (hereinafter, each an "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

B. The aggregate amount of this Agreement shall be based upon the actual work performed and the fee schedule submitted by the Contractor in its proposal, as more fully described on Exhibit "A" attached hereto.

C. The District reserves the right to delete any portion of this Agreement at any time without cause, and if such right is exercised by the District, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If the Contractor and the District agree on modifications or revisions to the task elements, after the District has approved Work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the District for written approval prior to proceeding with the work.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees that after receiving any Task Order under Section 2(E) of this Agreement, it shall render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time

frame within which the services were provided, and the address or bank information to which payment is to be remitted. The invoice shall also detail the sites where any debris removed pursuant to this Agreement was hauled.

E. Subject to the terms herein, Contractor will promptly pay for all costs of subcontractors, labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

6. **WARRANTIES.** Contractor warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the

Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists' coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor that the Contractor is familiar with the site and its potential debris removal needs. The Contractor is responsible for notifying the District of discrepancies that may affect the services and their costs before entering into this Agreement. No information derived from maps, plans, specifications, or from the District shall relieve the Contractor from any risk or from fulfilling all terms of this Agreement.

10. **WORK PRODUCT.** All reports, documents, or other written material developed by the Contractor in the performance of this Agreement shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District. Such material shall not be the subject of a copyright application by the Contractor.

11. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Naples Reserve for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

12. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

13. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. The District may, in its sole and absolute discretion, whether or not reasonable, on fifteen (15) days' written notice to Contractor, terminate this contract at its convenience, with or without

cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

20. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

21. E-VERIFY. The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Contractor knowingly violated Section 448.095, Florida Statutes, but the Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, the Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that the Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Contractor.

22. RECORDS. Contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Agreement, or longer if required by law. The District shall have access to such books, records, subcontract, financial operations, and documents of the Contractor or its subcontractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

23. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Oversight Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject the Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event the Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DAPHNE GILLYARD, TELEPHONE: (561) 571-0010, EMAIL: GILLYARDD@WHHASSOCIATES.COM, AND MAILING

**ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON,
FL 33431.**

24. **SEVERABILITY.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

25. **EXHIBITS.** All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

26. **COMPLETE AGREEMENT.** This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

27. **MODIFICATIONS.** This Agreement may not be amended or modified in any manner other than by an instrument in writing signed by all of the parties hereto.

28. **WAIVER.** No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

29. **CONSTRUCTION OF THIS AGREEMENT.**

A. **TITLES.** The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. **ORDER OF PARAGRAPHS.** This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. **PRONOUNS.** Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. **FLORIDA LAWS.** This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. **NEGOTIATION OF AGREEMENT.** The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. **INTERPRET TO BIND AND TO DO JUSTICE.** This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions

or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO THE DISTRICT:

Naples Reserve Community Development District
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com and
cerbonec@whhassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO THE CONTRACTOR:

Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. E.
Mobile, AL 36619
Email: JRamsay@crowdergulf.com

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

31. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

32. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth below.

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Cindy Cerbone, Assistant Secretary

By: _____
Tom Marquardt, Chairman

Dated: _____

CONTRACTOR:

CROWDER-GULF JOINT VENTURE, INC.,
a Florida corporation

By: Ashley Ramsay-Naile

Name: Ashley Ramsay-Naile

Title: President

Dated: 01/10/2022

Exhibit "A"

Fee Schedule

See attached pages.

Disaster Debris Management Removal and Disposal Services

	Position	Hourly Rate
1	Project Manager	\$ 60.00
2	Superintendent with Cell/Truck	\$ 54.00
3	Foreman with Cell/Truck	\$ 48.00
4	Supervisor with Cell/Truck	\$ 54.00
5	Inspector with Check/Vehicle	\$ 32.00
6	Health /Safety or QC Manager with Truck	\$ 55.00
7	Safety Superintendent	\$ 54.00
8	Mechanic with Truck & Tools	\$ 32.00
9	Climber with Gear	\$ 90.00
10	Labor/Operator with Chainsaw/Tools	\$ 32.00
11	Laborer with Tools	\$ 28.00
12	Traffic Control Personnel	\$ 28.00
13	Ticket Writers	\$ 35.00
14	Survey Personnel with Vehicle	\$ 30.00
15	Project Engineer	\$ 70.00
16	Equipment Operator	\$ 40.00
17	Truck Driver	\$ 35.00
18	Security Person (UNARMED)	\$ 55.00
19	Security Person (ARMED)	\$ 75.00
20	Administrative Assistant	\$ 45.00
21	Clerical	\$ 35.00
	Total	\$ 987.00

EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE

1. Right of Way (ROW) clearing and/or removing debris from the public right-of-way, streets and roads

1.1 Load and haul vegetative debris to a Debris Management Site (DMS):

- \$ 7.50 per cubic yard for 0-5 miles, one-way haul
- \$ 8.00 per cubis yard for 5.1-10 miles, one-way haul
- \$ 8.50 per cubic yard for 10.1-15 miles, one way haul
- \$ 9.00 per cubic yard for 15.1-30 miles, one way haul
- \$ 9.50 per cubic yard for 30.1-60 miles, one way haul

1.2 Load and haul Construction and Demolition (C&D) and mixed debris to a DMS:

- \$ 7.50 per cubic yard for 0-5 miles, one-way haul
- \$ 8.00 per cubis yard for 5.1-10 miles, one-way haul
- \$ 8.50 per cubic yard for 10.1-15 miles, one way haul
- \$ 9.00 per cubic yard for 15.1-30 miles, one way haul
- \$ 9.50 per cubic yard for 30.1-60 miles, one way haul

1.3 Load and Haul C&D and Mixed Debris directly to final disposal:

- \$ 8.00 per cubic yard for 0-5 miles, one-way haul
- \$ 8.50 per cubis yard for 5.1-10 miles, one-way haul
- \$ 9.00 per cubic yard for 10.1-15 miles, one way haul
- \$ 9.50 per cubic yard for 15.1-30 miles, one way haul
- \$ 10.00 per cubic yard for 30.1-60 miles, one way haul

2. Management and operation of DMS to accept, process, and reduce disaster related debris

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

\$ 2.75 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

\$ 1.80 per cubic yard

2.3 Cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction:

\$ 2.50 per cubic yard

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

2.4 Haul out residual debris to final disposal

\$ 3.80 per cubic yard for 0-15 miles, one-way haul

\$ 4.50 per cubic yard for 15.1-30 miles, one-way haul

\$ 5.50 per cubic yard for 30.1-60 miles, one-way haul

3. Right-of-Way (ROW) stumps: Removal and Disposal of hazardous stumps from the ROW

24" diameter and up, but less than 36" diameter: \$ 175.00 each

36" diameter and up, but less than 48" diameter: \$ 250.00 each

48" diameter and up, but less than 72" diameter: \$ 400.00 each

Equal to or greater than 72" diameter: \$ 600.00 each

Removal of non-hazardous stumps from the ROW placed by others
(as per FEMA/FHWA Stump Conversion Table): \$ 9.00 cubic yard

4. Right of Way (ROW) cutting partially uprooted or split trees (Leaners). Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for removal as ROW debris

4.1 Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": \$ 75.00 per tree

* 24 - 36": \$ 120.00 per tree

* Greater than 36": \$ 200.00 per tree

* Diameter of tree at 2 feet from base

5. Right of Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris

\$ 90.00 per tree

6. Private Property Debris Removal (PPDR).

6.1 Load and Haul vegetative debris to a Debris Management Site (DMS):

\$ 8.00 per cubic yard for 0-5 miles, one-way haul

\$ 8.50 per cubic yard for 5.1-10 miles, one-way haul

\$ 9.00 per cubic yard for 10.1-15 miles, one way haul

\$ 9.50 per cubic yard for 15.1-30 miles, one way haul

\$ 10.00 per cubic yard for 30.1-60 miles, one way haul

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

6. Private Property Debris Removal (PPDR) (cont'd):

6.2 Load and Haul Construction and Demolition (C&D) debris to a DMS

- \$ 7.50 per cubic yard for 0-5 miles, one-way haul
- \$ 8.00 per cubic yard for 5.1-10 miles, one-way haul
- \$ 8.50 per cubic yard for 10.1-15 miles, one way haul
- \$ 9.00 per cubic yard for 15.1-30 miles, one way haul
- \$ 9.50 per cubic yard for 30.1-60 miles, one way haul

6.3 Load and Haul C&D directly to final disposal

- \$ 8.00 per cubic yard for 0-5 miles, one-way haul
- \$ 8.50 per cubic yard for 5.1-10 miles, one-way haul
- \$ 9.00 per cubic yard for 10.1-15 miles, one way haul
- \$ 9.50 per cubic yard for 15.1-30 miles, one way haul
- \$ 10.00 per cubic yard for 30.1-60 miles, one way haul

6.4 The cost associated with the removal of PPDR hazardous stumps will be invoiced utilizing the following categories:

6.5 Falling partially uprooted or split trees from private property or the overhanging portion of the private property and placing the debris on the property or the ROW debris for haul off as PPDR debris:

- *Less than 24": \$ 90.00 per tree
- *24" - 36": \$ 140.00 per tree
- *Greater than 36": \$ 200.00 per tree

* Diameter of tree at 2 feet from base

6.6 Removal of dangerous hanging limbs (Hangers)

Removing hanging or partially broken limbs from trees in ROE or limbs hanging over the ROE and placing the debris on the private property or in the ROW for haul-off as PPDR debris.

- \$ 90.00 per tree



DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

7. Canal silt removal and disposal:

7.1 Marine based removal (one-way hauling):

0 - 5 miles:	\$ <u>40.00</u> per cubic yard
5.1 - 10 miles:	\$ <u>42.00</u> per cubic yard
10.1 miles and greater:	\$ <u>45.00</u> per cubic yard

7.2 Land based removal (one-way hauling):

0 - 5 miles:	\$ <u>20.00</u> per cubic yard
5.1 - 10 miles:	\$ <u>22.00</u> per cubic yard
10.1 miles and greater:	\$ <u>25.00</u> per cubic yard

8. Drainage ditches silt and debris removal:

Ditch width 0 - 4.0 feet:	\$ <u>4.00</u> per linear foot
Ditch width 4.1 - 8.0 feet:	\$ <u>6.00</u> per linear foot
Ditch width 8.1 - 12.0 feet:	\$ <u>8.00</u> per linear foot
Ditch width 12.1 - 16.0 feet:	\$ <u>10.00</u> per linear foot
Ditch width 16.1 - 20.0 feet:	\$ <u>12.00</u> per linear foot
Ditch width 20.1 feet or greater:	\$ <u>15.00</u> per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ 16.00 per cubic yard

9. Cleaning and clearing of storm drain lines:

Drain Line Diameter 0 - 15.0 inches:	\$ <u>4.50</u> per linear foot
Drain Line Diameter 15.01 - 36 inches:	\$ <u>5.75</u> per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ 9.00 per cubic yard

10. Cleaning and clearing of catch basins and inlets:

4' X 4':	\$ <u>165.00</u> each
8' X 8':	\$ <u>300.00</u> each
10' X 10':	\$ <u>500.00</u> each
20' X 20':	\$ <u>950.00</u> each

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

11. Sand collection (Public Property) and screening rate

\$ 8.50 per cubic yard for 0-15 miles, one-way hauling

\$ 9.00 per cubic yard for 15.1-30 miles, one-way hauling

\$ 9.50 per cubic yard for 30.1-60 miles, one-way hauling

12. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

\$ 18.00 per cubic yard

13. Removal and destruction of carcass

\$ 1.00 per pound

14. Loading and hauling of white goods

\$ 40.00 per unit

15. Removal and disposal of freon

\$ 35.00 per unit

16. Demolition of City-owned structures

16.1 Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Successful Proposer shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0 - 5 miles, one-way hauling: \$ 14.00 per cubic yard

5.1 - 10 miles, one-way hauling: \$ 15.00 per cubic yard

10.1 miles and greater, one-way hauling: \$ 16.00 per cubic yard

16.2 Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Successful Proposer shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0 - 5 miles, one-way hauling: \$ 16.00 per cubic yard

5.1 - 10 miles, one-way hauling: \$ 17.00 per cubic yard

10.1 miles and greater, one-way hauling: \$ 18.00 per cubic yard

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

17. Concrete removal

17.1 Successful Proposer to load and haul broken concrete from the ROW and dispose at a City approved site:

0 - 5 miles, one-way hauling: \$ 10.00 per cubic yard
5.1 - 10 miles, one-way hauling: \$ 11.00 per cubic yard
10.1 miles and greater, one-way hauling: \$ 12.00 per cubic yard

17.2 Successful Proposer to demolish concrete slabs and haul and dispose at a City approved site:

0 - 5 miles, one-way hauling: \$ 10.00 per cubic yard
5.1 - 10 miles, one-way hauling: \$ 11.00 per cubic yard
10.1 miles and greater, one-way hauling: \$ 12.00 per cubic yard

18. Creosote timber piling removal and disposal

0 - 15 miles, one-way hauling: \$ 10.00 per cubic yard
15.1 - 30 miles, one-way hauling: \$ 11.00 per cubic yard
30.1 miles and greater, one-way hauling: \$ 12.00 per cubic yard

19. E-Waste

Successful Proposer to collect from ROW and dispose at an City approved site:

\$ 40.00 per unit

20. Household hazardous waste

Successful Proposer to collect from ROW and dispose at an City approved site:

\$ 5.00 per pound

21. Tire removal

Tire Removal and Disposal or Recycle

\$ 6.00 each

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

22. **Power sources**

A) 20kw Generator:	\$ 3,227	per month /	\$ 1,200	per week /
B) 56kw Generator:	\$ 5,056	per month /	\$ 1,746	per week /
C) 100kw Generator:	\$ 6,510	per month /	\$ 2,156	per week /
D) 175kw Generator:	\$ 8,192	per month /	\$ 2,810	per week /
E) 240kw Generator:	\$10,348	per month /	\$ 3,846	per week /
F) 320kw Generator:	\$11,538	per month /	\$ 4,210	per week /
G) 500kw Generator:	\$19,720	per month /	\$ 6,656	per week /
H) 1000kw Generator:	\$34,290	per month /	\$13,250	per week /

23. **Stadium style light tower**

\$ 1,824.00 per month/ \$ 972.00 per week

Shipping, setting, operation, maintenance, fueling, insurance, security and recovery of generators and lights shall be invoiced at actual cost plus 20.00 % mark up.

24. **National Incident Management System (NIMS) training**

\$ 60.00 per person / per year minimum of 20 students per class

25. **Assistance in development of a debris management plan**

\$ 2,500.00 per year

26. **Emergency Road Clearance**

The cost associated with emergency road clearance will be billed at the following hourly rates:

CrowderGulf
Additional Ancillary Pricing

2011

PUMPS			
QTY	Description	Daily Rate	Weekly Rate
	2" x 2" Diesel Pump	\$124.88	\$720.00
	3" x 3" Diesel Pump	\$450.00	\$1,323.75
	4" Diesel Pump	\$225.00	\$750.00
	6" Diesel Pump	\$450.00	\$1,300.00
	8" Diesel Pump	\$637.50	\$1,645.31
	10" Diesel Pump	\$637.50	\$1,873.13
	12" Diesel Pump	\$825.00	\$2,202.19
	16" Diesel Pump	\$2,160.00	\$6,500.00
	18" Diesel Pump Dsl Flg w/QD	\$1,417.50	\$9,720.00
	24" Diesel Pump	\$2,835.00	\$12,920.00
	2" Suction Discharge Hose 50' Section	\$11.25	\$87.50
	3" Suction Discharge Hose 50' Section	\$10.13	\$65.00
	4" Suction Discharge Hose 50' Section	\$20.00	\$85.00
	6" Suction Discharge Hose 50' Section	\$30.00	\$115.00
	8" Suction Discharge Hose 50' Section	\$76.50	\$229.50
	10" Suction Discharge Hose 50' Section	\$118.13	\$354.38
	12" Suction Discharge Hose 50' Section	\$123.75	\$371.25
	6" Vacuum Assist Pump	\$787.50	\$1,968.75
	12" Vacuum Assist Pump	\$1,072.50	\$2,681.25
	3 Inch Submersible Hydraulic Pump	\$194.63	\$583.88
	4 Inch Submersible Hydraulic Pump	\$230.63	\$1,000.00
	6 Inch Submersible Hydraulic Pump	\$325.13	\$1,350.00
	8 Inch Submersible Hydraulic Pump	\$459.00	\$1,800.00
	12 Inch Submersible Hydraulic Pump	\$1,069.88	\$3,209.63
	8" Bauer Pipe, 10' section	\$12.50	\$42.00
	12" Bauer Pipe, 10' section	\$12.50	\$42.00
	4" Strainers/ T-Joints/ Elbows	\$15.00	\$37.50
	6" Strainers/ T-Joints/ Elbows	\$20.00	\$50.00
	8" Strainers/ T-Joints/ Elbows	\$25.00	\$62.50
	3" Sub - Dewater 5hp 460v	\$100.00	\$267.50
	4" Sub - Dewater 10hp 460v	\$112.50	\$301.25
	6" Sub - Dewater 35hp 460v	\$180.00	\$481.25
	8" Sub - Dewater 95hp 460v	\$390.00	\$1,043.75
	4" Sub - Trash 20hp 460v	\$125.00	\$335.00
	6" Sub - Trash 40hp 460v	\$180.00	\$481.25
	8" Sub - Trash 70hp 460v	\$390.00	\$1,043.75
	3" Suction Hose - 20'	\$17.50	\$43.75
	4" Suction Hose - 20'	\$22.50	\$56.25
	6" Suction Hose - 20'	\$22.50	\$56.25
	8" Suction Hose - 20'	\$50.00	\$125.00
	10" Suction Hose - 20'	\$75.00	\$187.00
	12" Suction Hose - 10'	\$50.00	\$125.00
	12" Discharge Pipe - 10'	\$12.50	\$31.25
	6" to 18" Pipe Fusion Machine	\$437.50	\$3,062.50
	12" to 36" Track Mounted Fusion Machine	\$1,500.00	\$10,500.00



CrowderGulf
Additional Ancillary Pricing

2011

ENVIRONMENTAL			
QTY	Description	Daily Rate	Weekly Rate
	5 - Ton Air Conditioner Unit	\$325.00	\$1,062.50
	10 - Ton Air Conditioner Unit	\$500.00	\$1,300.00
	15 - Ton Air Conditioner Unit	\$937.50	\$1,780.00
	20 - Ton Air Conditioner Unit	\$936.25	\$1,872.50
	25 - Ton Air Conditioner Unit	\$1,002.50	\$2,006.25
	30 - Ton Air Conditioner Unit	\$1,250.00	\$2,500.00
	40 - Ton Air Conditioner Unit	\$1,203.75	\$4,000.00
	50 - Ton Air Conditioner Unit	\$2,125.00	\$6,796.25
	60 Ton Airconditioner Unit	\$2,125.00	\$4,900.00
	75 - Ton Air Conditioner Unit	\$2,343.75	\$7,000.00
	80 - Ton Air Conditioner Unit	\$2,437.50	\$8,000.00
	40 Ton Air Cooled Chiller Units	\$1,531.25	\$2,150.00
	50 Ton Air Cooled Chiller Units	\$1,843.75	\$2,146.88
	60 Ton Air Cooled Chiller Units	\$1,843.75	\$2,630.00
	75 Ton Air Cooled Chiller Units	\$2,218.75	\$2,337.50
	100 Ton Air Cooled Chiller Units	\$2,218.75	\$3,502.50
	125 Ton Air Cooled Chiller Units	\$2,625.00	\$4,057.50
	150 Ton Air Cooled Chiller Units	\$3,250.00	\$4,907.50
	170 Ton Air Cooled Chiller Units	\$3,875.00	\$5,248.75
	200 Ton Air Cooled Chiller Units	\$4,250.00	\$6,030.00
	50 Ton Air Handler	\$531.25	\$813.68
	100 Ton Air Handler	\$1,000.00	\$2,500.00
	120 Ton Air Handler	\$812.50	\$1,900.00
	20 kW Heater Unit	\$218.75	\$850.00
	40 kW Heater Unit	\$157.50	\$920.00
	100 kW Heater Unit	\$781.25	\$1,300.00
	150 kW Heater Unit	\$937.50	\$1,853.75
	150 kW High Temperature Heater Unit	\$1,062.50	\$1,897.50
	1125 CFM Desiccant Dehumidifier	\$1,231.25	\$3,500.00
	2250 CFM Desiccant Dehumidifier	\$1,000.00	\$7,000.00
	4500 CFM Desiccant Dehumidifier	\$1,500.00	\$10,500.00
	15000 CFM Desiccant Dehumidifier	\$3,000.00	\$24,000.00
	Insulated Ductwork	\$93.75	\$112.50
	100 GPM Pump	\$150.00	\$720.00
	200 GPM Pump	\$187.50	\$720.00
	300 GPM Pump	\$237.50	\$720.00
	400 GPM Pump	\$281.25	\$720.00
	500 GPM Pump	\$287.50	\$720.00
	750 GPM Pump	\$406.25	\$1,500.00
	800 GPM Pump	\$437.50	\$1,500.00
	1000 GPM Pump	\$562.50	\$1,500.00
	1200 GPM Pump	\$812.50	\$1,125.00
	1500 GPM Pump	\$875.00	\$1,645.31
	2000 GPM Pump	\$1,093.75	\$1,645.31
	3000 GPM Pump	\$2,250.00	\$2,201.25



CrowderGulf
Additional Ancillary Pricing

2011

CIVIL AFFAIRS			
QTY	Description	Daily Rate	Weekly Rate
	Portable Storage Containers	\$131.25	\$140.00
	Portable Storage Containers	\$131.25	\$261.25
	Tent, 20' x 20'	\$286.00	\$429.00
	Tent, 40' x 40'	\$1,351.63	\$1,950.00
	Tent, 10' x 10' Pop-Up	\$151.25	\$226.88
	Tent, 10' x 15' Pop-Up	\$242.00	\$357.50
	Chairs - folding	\$3.75	\$7.50
	6' Table - folding	\$7.50	\$18.75
	8' Table - folding	\$10.00	\$25.00
	50' String Lighting	\$12.50	\$89.70
	100' String Lighting	\$25.00	\$171.35
	Power Distro Spider Boxes	\$52.50	\$150.00
	24" portable fans on stands	\$63.75	\$155.00
	48" 2-speed warehouse fan	\$62.50	\$155.00
	Tents - 60' x 100' x 7'; Seats 500	\$4,093.75	\$5,847.50
	Tents - 30' x 90' x 7'; Sleeps 125	\$1,375.00	\$2,096.88
	Tents - 30' x 80' x 7'; Sleeps 100	\$993.75	\$1,456.25
	HeaterMeals Self-Heating Entrees	Pallet Pricing	Per Case
	50 Twelve Count Cases/ 1-Pallet	\$2,880.00	\$65.83
	100 Twelve Count Cases/ 2-Pallets	\$51,770.00	\$63.09
	200 Twelve Count Cases/ 3-Pallets	\$10,560.00	\$60.34
	350 Twelve Count Cases/ 5-Pallets	\$17,010.00	\$55.54
	600 Twelve Count Cases/ 9-Pallets	\$29,160.00	\$55.54
	1200 Twelve Count Cases/ 17-Pallets	\$58,320.00	\$55.54
	1500 Twelve Count Cases/ 22-Pallets	\$72,900.00	\$55.54
	HeaterMeals Plus Full Course Meal Kits	Pallet Pricing	Per Case
	50 Twelve Count Cases/ 1-Pallet	\$4,680.00	\$106.97
	100 Twelve Count Cases/ 2-Pallets	\$9,135.00	\$104.40
	200 Twelve Count Cases/ 4-Pallets	\$18,270.00	\$104.40
	350 Twelve Count Cases/ 7-Pallets	\$310,792.50	\$101.49
	600 Twelve Count Cases/ 12-Pallets	\$53,280.00	\$101.49
	1200 Twelve Count Cases/ 24-Pallets	\$106,560.00	\$101.49
	1500 Twelve Count Cases/ 30-Pallets	\$133,200.00	\$101.49
	HeaterMeals EX Self-Heating Entrees	Pallet Pricing	Per Case
	50 Twelve Count Cases/ 1-Pallet	\$3,564.00	\$67.89
	100 Twelve Count Cases/ 2-Pallets	\$5,700.00	\$64.14
	200 Twelve Count Cases/ 3-Pallets	\$10,380.00	\$59.31
	350 Twelve Count Cases/ 6-Pallets	\$17,535.00	\$57.26
	600 Twelve Count Cases/ 10-Pallets	\$30,060.00	\$57.26
	1200 Twelve Count Cases/ 20-Pallets	\$60,120.00	\$57.26
	1500 Twelve Count Cases/ 25-Pallets	\$75,150.00	\$57.26



CrowderGulf
Additional Ancillary Pricing

2011

Heater Meals 3 Full Course Meal Kits		Pallet Pricing	Per Case
	50 Twelve Count Cases/ 1-Pallet	\$3,367.50	\$76.97
	100 Twelve Count Cases/ 2-Pallets	\$6,525.00	\$74.57
	200 Twelve Count Cases/ 4-Pallets	\$13,050.00	\$74.57
	350 Twelve Count Cases/ 7-Pallets	\$22,260.00	\$72.69
	600 Twelve Count Cases/ 12-Pallets	\$38,160.00	\$72.69
	1200 Twelve Count Cases/ 24-Pallets	\$73,800.00	\$70.29
	1500 Twelve Count Cases/ 30-Pallets	\$92,250.00	\$70.29
Cafe2Go Self-Heating Beverage Kits		Pallet Pricing	Per Case
	18 Six Count Cases/ 1-Pallet	\$2,284.20	\$145.03
	36 Six Count Cases/ 2-Pallets	\$4,325.40	\$137.31
	54 Six Count Cases/ 3-Pallets	\$6,070.95	\$128.49
	350 Six Count Cases/ 10-Pallets	\$39,348.75	\$128.49
	600 Six Count Cases/ 17-Pallets	\$67,455.00	\$128.49
	1200 Six Count Cases/ 34-Pallets	\$134,910.00	\$128.49
	1500 Six Count Cases/ 42-Pallets	\$168,637.50	\$128.49
	ICE		8 lbs Bags
	Ice 8 lb Bag 1-600,000	-	\$3.00
	BOTTLED WATER		16oz 24 Pack
	1- 100,000	-	\$7.75
	100,001- 300,00	-	\$8.25
	300,001- 475,000	-	\$8.75
	475,001- 850,000	-	\$9.38
	850,001- 1,700,000	-	\$10.31
QTY	Type I (1000) Person Portalet Package	Daily Rate	Weekly Rate
	100 Standard Restrooms	\$8,125.00	\$56,875.00
	4 Wheelchair Accessible	\$675.00	\$4,725.00
	30 Station Sink	\$4,687.50	\$32,812.50
	100 Restroom Delivery Fees	\$3,125.00	\$21,875.00
	5% Fuel Surcharge + Tax	-	-
	Type II (750) Person Portalet Package	Daily Rate	Weekly Rate
	75 Standard Restrooms	\$6,093.75	\$42,656.25
	4 Wheelchair Accessible	\$675.00	\$4,725.00
	22 Station Sinks	\$3,437.50	\$24,062.50
	75 Restroom Delivery Fees	\$2,343.75	\$16,406.25
	5% Fuel Surcharge + Tax	-	-
	Type III (500) Person Portalet Package	Daily Rate	Weekly Rate
	50 Standard Restrooms	\$4,062.50	\$28,437.50
	2 Wheel Chair Accessible	\$337.50	\$2,362.50
	15 Station Sinks	\$2,343.75	\$16,406.25
	50 Restroom Delivery Fees	\$1,562.50	\$10,937.50
	5% Fuel Surcharge + Tax	-	-



CrowderGulf
Additional Ancillary Pricing

2011

Type IV (250) Person Portalet Package		Daily Rate	Weekly Rate
25 Standard Restrooms		\$2,031.25	\$14,218.75
1 Wheel Chair Accessible		\$168.75	\$1,181.25
7 Station Sinks		\$1,093.75	\$7,656.25
25 Restroom Delivery Fees		\$781.25	\$5,468.75
5% Fuel Surcharge + Tax		-	-
Type V (100) Person Portalet Package		Daily Rate	Weekly Rate
10 Standard Restrooms		\$812.50	\$5,687.50
1 Wheel Chair Accessible		\$168.75	\$1,181.25
7 Station Sinks		\$1,093.75	\$7,656.25
10 Restroom Delivery Fees		\$312.50	\$2,187.50
5% Fuel Surcharge + Tax		-	-
NIMS TYPE III Comfort Stations (500 Person)		Mob/Demob	Daily Staging Cost
25 Comfort Stations		\$27,000.00	\$11,250.00
40 Comfort Stations		\$36,000.00	\$18,000.00
50 Comfort Stations		\$45,000.00	\$22,500.00
60 Comfort Stations		\$54,000.00	\$27,000.00

BASE CAMPS

QTY	Description	Mob/Demob	Weekly
	NIMS TYPE I 1000 Person Base Camp	\$917,000.00	\$1,332,910.00
	NIMS TYPE II 750 Person Base Camp	\$853,000.00	\$1,081,420.00
	NIMS TYPE III 500 Person Base Camp	\$631,000.00	\$740,735.00
	NIMS TYPE IV 250 Person Base Camp	\$513,000.00	\$474,656.25
	KITCHEN SERVICES:	Mob/Demob	Weekly
	NIMS TYPE I 1000 Person Kitchen/ Meals	\$293,000.00	\$431,412.50
	NIMS TYPE II 750 Person Kitchen/ Meals	\$287,100.00	\$372,510.00
	NIMS TYPE III 500 Person Kitchen/ Meals	\$211,300.00	\$264,373.75
	NIMS TYPE IV 250 Person Kitchen/ Meals	\$181,000.00	\$179,130.00
	SHOWER SERVICES:	Mob/Demob	Weekly
	NIMS TYPE I 1000 Person Showers	\$63,000.00	\$160,248.75
	NIMS TYPE II 750 Person Showers	\$49,500.00	\$138,647.50
	NIMS TYPE III 500 Person Showers	\$38,000.00	\$82,513.75
	NIMS TYPE IV 250 Person Showers	\$35,000.00	\$60,912.50
	LAUNDRY SERVICES:	Mob/Demob	Weekly
	NIMS TYPE I 1000 Person Laundries	\$140,000.00	\$219,708.75
	NIMS TYPE II 750 Person Laundries	\$111,000.00	\$170,922.50
	NIMS TYPE III 500 Person Landries	\$81,000.00	\$114,790.00
	NIMS TYPE IV 250 Person Laundries	\$62,000.00	\$69,292.50





EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$100.00
JD 644 Wheel-Loader with debris grapple	Hour	\$110.00
Extendaboomb Forklift with debris grapple	Hour	\$65.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$60.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$50.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$60.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$90.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$100.00
JD 648E Log Skidder, or equivalent	Hour	\$75.00
CAT D4 Dozer	Hour	\$60.00
CAT D6 Dozer	Hour	\$90.00
CAT D8 Dozer	Hour	\$125.00
CAT125 - 140 HP Motor Grader	Hour	\$90.00
JD 690 Trackhoe with debris grapple	Hour	\$100.00
JD 690 Trackhoe with bucket & thumb	Hour	\$100.00
Rubber Tired Trackhoe with debris grapple	Hour	\$105.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$60.00
Rubber Tired Excavator with debris grapple	Hour	\$105.00
210 Prentice Knuckleboom with debris grapple	Hour	\$90.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$150.00
Hand Fed Debris Chipper	Hour	\$35.00
300 - 400 Tub Grinder	Hour	\$350.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$500.00
30 Ton Crane	Hour	\$150.00
50 Ton Crane	Hour	\$170.00
100 Ton Crane (8 hour minimum)	Hour	\$250.00
40 - 60' Bucket Truck	Hour	\$90.00
Service Truck	Hour	\$50.00
Water Truck	Hour	\$60.00
Portable Light Plant	Hour	\$14.00
Equipment Transports	Hour	\$90.00
Pickup Truck, unmanned	Hour	\$14.00
Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$125.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$45.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$60.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$70.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$85.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$100.00
Power Screen	Hour	\$160.00
Stacking Conveyor	Hour	\$35.00
Off Road Trucks	Hour	\$150.00
8000 gallon Fuel Tanker	Hour	\$60.00

Note: All above prices include operator, fuel and maintenance



Labor and Material Rates

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$60.00
Superintendent with truck, phone and radio	Hour	\$54.00
Foreman with truck, phone and radio	Hour	\$48.00
Safety/Quality Control Inspector with vehicle, phone and radio	Hour	\$50.00
Inspector with vehicle, phone and radio	Hour	\$32.00
Climber with gear	Hour	\$90.00
Saw hand with chainsaw	Hour	\$32.00
Laborers and Flagmen	Hour	\$28.00
Timekeeper	Hour	\$35.00
HazMat Professional	Hour	\$180.00
Household HazMat Inspection and Removal Crew	Hour	\$110.00
Public Assistance Manager	Hour	\$130.00
Documentation Clerk	Hour	\$50.00
Community Assistance/Hot Line Operators	Hour	\$35.00

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – Purchased, placed and shaped	CY	\$20.00

NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. CrowderGulf will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. CrowderGulf has access and contacts for any other equipment that might be required and will negotiate a rate with City if need arises for equipment not on list.

FIRST AMENDMENT TO AGREEMENT
#15-6365

FOR

DISASTER DEBRIS MANAGEMENT REMOVAL AND DISPOSAL SERVICES

THIS AMENDMENT, made and entered into on this 12th day of June 2018, by and between **CrowderGulf Joint Venture, Inc.**, authorized to do business in the State of Florida, whose business address is 5435 Business Parkway, Theodore, Alabama 36582 (the "Contractor") and **Collier County**, a political subdivision of the State of Florida, (the "County" or "Owner"):

WHEREAS, on January 12, 2016 (Agenda Item 16.C.1), the County entered into an Agreement with Contractor to provide Disaster Debris Management Removal and Disposal Services;

WHEREAS, the parties desire to amend the Agreement to: 1) include attachment Exhibit A1-1-Rate Schedule to provide for additional rates for Marine Debris Removal to inland and marine-based stormwater waterways; and 2) amend Exhibit A-Rate Schedule, Section 6.4 Private Property Debris Removal to add two line item categories for the removal of hazardous stumps less than 24" in diameter; and 3) add Private underground locate services with a hourly unit price of \$209.00 to Labor and Material Rates under Exhibit A- Rate Schedule providing for a four hour minimum requirement and language identifying related costs included in the unit price.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added

Change 1 to Exhibit A- Rate Schedule:

* * * * *

**EXHIBIT A1-1
Rate Schedule**

Marine Debris Removal

Vegetative and C&D removed from waterways and hauled to final disposal site:

<u>0 - 5 miles, one way</u>	<u>\$288.00 per cubic yard</u>
<u>5.1 - 10 miles, one way</u>	<u>\$342.00 per cubic yard</u>
<u>Over 10.1 miles, one way</u>	<u>\$372.00 per cubic yard</u>

Tipping/Disposal fees are included in the rates. Haul distances to be measured from extraction point to final disposal.

* * * * *

Change 2 to Exhibit A- Rate Schedule:

DEBRIS MANAGEMENT AND DISASTER RECOVERY PRICING SCHEDULE (cont'd)

* * * * *

6.4 The cost associated with the removal of PPDR hazardous stumps will be invoiced utilizing the following categories:

0" diameter and up, but less than 12" diameter:	\$ 90.00	each
12" diameter and up, but less than 24" diameter:	\$ 157.50	each
24" diameter and up, but less than 36" diameter:	\$ 225.00	each
36" diameter and up, but less than 48" diameter:	\$ 300.00	each
48" diameter and up, but less than 72" diameter:	\$ 400.00	each
Equal to or greater than 72" diameter:	\$ 600.00	each
Uprooted or Split Trees (Leaners):	\$ 250.00	each

* * * * *

Change 3 to Exhibit A- Rate Schedule:

* * * * *

Labor and Material Rates

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$60.00
Superintendent with truck, phone and radio	Hour	\$54.00
Foreman with truck, phone and radio	Hour	\$48.00
Safety/Quality Control Inspector with vehicle, phone and radio	Hour	\$50.00
Inspector with vehicle, phone and radio	Hour	\$32.00
Climber with gear	Hour	\$90.00
Saw hand with chainsaw	Hour	\$32.00
Laborers and Flagmen	Hour	\$28.00
Timekeeper	Hour	\$35.00
HazMat Professional	Hour	\$180.00
Household HazMat Inspection and Removal Crew	Hour	\$110.00
Public Assistance Manager	Hour	\$130.00
Documentation Clerk	Hour	\$50.00
Community Assistance/Hot Line Operators	Hour	\$35.00
Private underground locates services * <u>four (4) hour minimum applies and contractor agrees to productively schedule locate services to prevent wherever possible non-productive time subject to four (4) hour minimum. The unit cost shall include all related costs including but not limited to mobilization, demobilization, MOT, restoration of damages, travel, etc.</u>	Hour	\$209.00*
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes- Purchased, placed and shaped	CY	\$20.00

* * * * *



SECOND AMENDMENT TO AGREEMENT

#15-6365

FOR

DISASTER DEBRIS MANAGEMENT REMOVAL AND DISPOSAL SERVICES

THIS AMENDMENT, made and entered into on this 11th day of September 2018, by and between **CrowderGulf Joint Venture, Inc.**, authorized to do business in the State of Florida, whose business address is 5435 Business Parkway, Theodore, Alabama 36582 (the "Contractor") and **Collier County**, a political subdivision of the State of Florida, (the "County" or "Owner").

WHEREAS, on January 12, 2016 (Agenda Item 16.C.1), the County entered into an Agreement with Contractor to provide Disaster Debris Management Removal and Disposal Services; and

WHEREAS, on June 12, 2018 (Agenda Item 11.D), the Board approved a First Amendment to this Agreement for the addition of line items; and

WHEREAS, the parties desire to amend the Agreement to include the Exhibit A1-1-Rate Schedule set forth below to provide for additional rates for Marine Operations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added

Change 1 to Exhibit A- Rate Schedule:

* * * * *

**EXHIBIT A1-1
Rate Schedule**

Marine Operations

<u>0'-21' Work Boat with Captain (Inclusive of Fuel, Mooring, and Mobilization) =</u>	<u>\$2,150.00/Day</u>
<u>22'-31' Work Boat with Captain (Inclusive of Fuel, Mooring, and Mobilization) =</u>	<u>\$2,550.00/Day</u>
<u>32'-41' Work Boat with Captain (Inclusive of Fuel, Mooring, and Mobilization) =</u>	<u>\$2,950.00/Day</u>

* * * * *



**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

10

Invoice No. : 5812638
File No. : 148673.010200
Bill Date : January 10, 2022

Naples Reserve Community Development Dis
c/o Wrathell, Hart, Hunt and Associates, LLC
2300 Glades Road
Suite 410-W
Boca Raton, FL 33431

Attn: Craig A. Wrathell

INVOICE

Re: Series 2018 Bond Issue

Legal Services through October 31, 2021:

	\$	1,000.00
Less Courtesy Discount:	\$	(200.00)
Total Fees:	\$	800.00
Current Invoice:	\$	800.00

RCG:CME
Tax ID: 59-1270754

Invoice No.: 5812638
File No. : 148673.010200

REMITTANCE ADVICE

PLEASE RETURN WITH YOUR PAYMENT
Note: Payment is Due 30 Days from Date of Invoice

CLIENT NAME: NAPLES RESERVE COMMUNITY DEVELOPMENT DIS
FILE NUMBER: 148673.010200
INVOICE NUMBER: 5812638*
BILLING PROFESSIONAL: Robert C. Gang

Current Invoice:	\$ 800.00
Total Amount Due:	<u>\$ 800.00</u>

FOR YOUR CONVENIENCE, WIRE TRANSFER FUNDS TO:

For Wire Instructions:

Bank: WELLS FARGO BANK
ABA #: 121000248

For ACH Instructions:

Bank: WELLS FARGO BANK
ABA#: 063107513

CREDIT TO: GREENBERG TRAURIG DEPOSITORY ACCOUNT
ACCOUNT #: 2000014648663

PLEASE

REFERENCE: **CLIENT NAME:** **NAPLES RESERVE COMMUNITY
DEVELOPMENT DIS**
 FILE NUMBER: **148673.010200**
 INVOICE NUMBER: **5812638***
 BILLING
 PROFESSIONAL: **Robert C. Gang**

IF YOU WISH TO PAY BY CHECK PLEASE REMIT TO THE ADDRESS BELOW:

Greenberg Traurig
PO Box 936769
ATLANTA GA 31193-6769

Wire fees may be assessed by your bank.

*** If paying more than one invoice, please reference all invoice numbers in wiring instructions.**

RCG:CME
Tax ID: 59-1270754

Invoice No.: 5812638
Re: Series 2018 Bond Issue
Matter No.: 148673.010200

Description of Professional Services Rendered:

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
10/01/21	Robert C. Gang	Review prior financings, investment parameters, FDIC insurance, collateral requirements, and respond to Cindy Cerbone regarding issue of Trustee holding investments.	1.00	1000.00
			<u>Total Time:</u>	1.00
			<u>Total Fees:</u>	\$1,000.00

Invoice No.: 5812638
Re: Series 2018 Bond Issue
Matter No.: 148673.010200

Page 2

Description of Expenses Billed:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
-------------	--------------------	---------------

No expenses charged to this file

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

11

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Naples Reserve Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors ("Board") of Naples Reserve Community Development District seeks to implement section 190.006(3), Florida Statutes, and to instruct the Collier County Supervisor of Elections ("Supervisor") to conduct the District's General Election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Thomas Marquardt and Seat 5, currently held by Ana Harmon are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 3RD DAY OF FEBRUARY, 2022.

**NAPLES RESERVE COMMUNITY DEVELOPMENT
DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Naples Reserve Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Collier County Supervisor of Elections located at 3750 Enterprise Avenue, Naples Florida 34104, (239) 252-VOTE (8683). All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Naples Reserve Community Development District has two (2) seats up for election, specifically seats 2 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information please contact the Collier County Supervisor of Elections.

District Manager
Naples Reserve Community Development District

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

12


**NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT
AMENDED CERTIFICATE OF ENGINEER
SERIES 2014 PROJECT**

The undersigned, the duly authorized representative of Hole Montes, Inc., (the "District Engineer") hereby certify as follows:

1. The undersigned serves as the District Engineer to the Naples Reserve Community Development District (the "District").
2. This Certificate is being furnished pursuant to the provisions of the Trust Indenture (the "Master Indenture") of the District dated August 1, 2014 and solely for the purpose of certifying the Date of Completion of the Series 2014 Project.
3. The Series 2014 Project and all components thereof have been acquired or constructed by the District and are capable of performing the function for which they were intended. For clarification, the Series 2014 Project did not include any irrigation facilities. As such, the Series 2014 Project is deemed complete as of the date of this letter.
4. All plans, permits and specifications necessary for the operation and maintenance of the improvements made pursuant to the Series 2014 Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
5. The full amount of funds remaining in the Series 2014 Construction Account, currently estimated at \$6.00, is not necessary for the payment of any remaining enhancement or deferred costs of the improvements.
6. The District and the Trustee may rely conclusively on this Certificate.

All Capitalized terms used herein have the meanings as ascribed thereto in the Master Indenture.

Dated: November 18, 2021

By: 
Date: November 18, 2021
W. Terry Cole, P.E. #42347
District Engineer

Hole Montes, Inc.
950 Encore Way, Suite 200
Naples, Florida 34110
(239) 254-2000

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

13

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2021**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$1,251,171	\$ -	\$ -	\$ -	\$ 1,251,171
Investments					
Reserve	-	519,813	280,184	-	799,997
Revenue	-	132,609	106,541	-	239,150
Capitalized interest	-	-	5	-	5
Prepayment	-	-	148	-	148
Due from general fund	-	402,576	432,926	-	835,502
Total assets	<u>\$1,251,171</u>	<u>\$ 1,054,998</u>	<u>\$ 819,804</u>	<u>\$ -</u>	<u>\$ 3,125,973</u>
LIABILITIES					
Liabilities:					
Due to debt service fund - seires 2014	\$ 402,576	\$ -	\$ -	\$ -	\$ 402,576
Due to debt service fund - series 2018	432,926	-	-	-	432,926
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>837,002</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>837,002</u>
FUND BALANCES:					
Restricted for					
Debt service	-	1,054,998	819,804	-	1,874,802
Assigned					
3 months working capital	79,564	-	-	-	79,564
Lake bank remediation	150,000	-	-	-	150,000
Unassigned	184,605	-	-	-	184,605
Total fund balances	<u>414,169</u>	<u>1,054,998</u>	<u>819,804</u>	<u>-</u>	<u>2,288,971</u>
Total liabilities and fund balances	<u>\$ 1,251,171</u>	<u>\$ 1,054,998</u>	<u>\$ 819,804</u>	<u>\$ -</u>	<u>\$ 3,125,973</u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 95,816	\$410,343	\$462,830	89%
Miscellaneous income	-	320	-	N/A
Total revenues	<u>95,816</u>	<u>410,663</u>	<u>462,830</u>	89%
EXPENDITURES				
Administrative				
Engineering	2,682	2,682	25,000	11%
Audit	700	700	7,200	10%
Legal	2,986	2,986	15,000	20%
Management, accounting, recording	4,080	12,240	48,960	25%
Debt service fund accounting	458	1,375	5,500	25%
Postage	23	29	500	6%
Insurance	-	6,405	6,808	94%
Trustee	-	4,760	4,800	99%
Trustee - second bond series	-	-	5,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	500	2,000	25%
Telephone	4	12	50	24%
Printing & binding	29	88	350	25%
Legal advertising	287	910	1,200	76%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	2,500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	2,924	7,232	40%
Tax collector	1,916	7,429	9,642	77%
Total administration expenses	<u>13,332</u>	<u>43,920</u>	<u>144,832</u>	30%
Field Operations				
Drainage / catch basin maintenance	-	-	3,000	0%
Other repairs and maintenance	-	-	75,000	0%
Lake maintenance / water quality	-	-	75,000	0%
Total field operations expenses	<u>-</u>	<u>-</u>	<u>153,000</u>	0%
Total expenditures	<u>13,332</u>	<u>43,920</u>	<u>297,832</u>	15%
Excess (deficiency) of revenues over/(under) expenditures	82,484	366,743	164,998	
Fund balance - beginning	331,685	47,426	71,135	
Fund balance - ending				
Assigned				
3 months working capital	79,564	79,564	79,564	
Lake bank remediation	150,000	150,000	150,000	
Unassigned	184,605	184,605	6,569	
Fund balance - ending	<u>\$414,169</u>	<u>\$414,169</u>	<u>\$236,133</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2014
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 111,671	\$ 478,242	\$ 539,300	89%
Interest	2	10	-	N/A
Total revenues	<u>111,673</u>	<u>478,252</u>	<u>539,300</u>	89%
EXPENDITURES				
Debt service				
Principal	-	140,000	140,000	100%
Principal prepayments	-	5,000	-	N/A
Interest	-	187,631	371,938	50%
Total debt service	<u>-</u>	<u>332,631</u>	<u>511,938</u>	65%
Other fees and charges				
Tax collector	2,233	8,657	11,235	77%
Property appraiser	-	3,407	8,427	40%
Total other fees and charges	<u>2,233</u>	<u>12,064</u>	<u>19,662</u>	61%
Total expenditures	<u>2,233</u>	<u>344,695</u>	<u>531,600</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	109,440	133,557	7,700	
Fund balances - beginning	945,558	921,441	851,036	
Fund balances - ending	<u>\$1,054,998</u>	<u>\$1,054,998</u>	<u>\$858,736</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2018
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 120,090	\$ 514,296	\$ 580,060	89%
Interest	3	10	-	N/A
Total revenues	<u>120,093</u>	<u>514,306</u>	<u>580,060</u>	89%
EXPENDITURES				
Debt service				
Principal	-	150,000	150,000	100%
Principal prepayments	-	10,000	10,000	100%
Interest	-	205,128	407,003	50%
Total debt service	<u>-</u>	<u>365,128</u>	<u>567,003</u>	64%
Other fees and charges				
Property appraiser	-	3,664	9,063	40%
Tax collector	2,402	9,310	12,085	77%
Total other fees and charges	<u>2,402</u>	<u>12,974</u>	<u>21,148</u>	61%
Total expenditures	<u>2,402</u>	<u>378,102</u>	<u>588,151</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	117,691	136,204	(8,091)	
OTHER FINANCING SOURCES/(USES)				
Transfers in	148	148	-	N/A
Total other financing sources	<u>148</u>	<u>148</u>	<u>-</u>	N/A
Net change in fund balances	117,839	136,352	(8,091)	
Fund balances - beginning	701,965	683,452	687,603	
Fund balances - ending	<u>\$819,804</u>	<u>\$819,804</u>	<u>\$679,512</u>	

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2018
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES		
Total expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfers (out)	(148)	(148)
Total other financing sources	(148)	(148)
Net change in fund balances	(148)	(148)
Fund balance - beginning	148	148
Fund balance - ending	\$ -	\$ -

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

14

DRAFT

**MINUTES OF MEETING
NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on December 2, 2021 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

Present at the meeting were:

Thomas Marquardt	Chair
Deborah Lee Godfrey	Vice Chair
Charlene Hill	Assistant Secretary
Ana Harmon	Assistant Secretary
Gregory Inez	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Meagan Magaldi	District Counsel
Kevin Dowty	District Engineer
Bill Kurth	SOLitude
Heidi McIntyre	Resident
Lori Sandler	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:30 a.m. She stated the Oath of Office was administered to Ms. Harmon the day before this meeting. She reviewed the items under the Fourth Order of Business and discussed examples of how to comply with the Sunshine Law.

All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

This item was presented following the Sixth Order of Business.

39 **THIRD ORDER OF BUSINESS****Chairman's Opening Remarks**

40

41 Mr. Marquardt stated he must leave the meeting early but he hoped to address most of
42 the agenda items before his departure. He discussed the following:

43 ➤ He was working with Staff to address a Second Notice that the South Florida Water
44 Management District (SFWMD) sent to the HOA regarding a failed shoreline inspection and the
45 need for erosion repairs. The CDD provided the HOA with the necessary language with which to
46 respond, in particular that the water levels are high enough that the CDD does not have the
47 ability to address shoreline erosion and an extension is needed to perform the repairs. Due to
48 the delay in addressing the issue, the CDD would likely be responsible for this when the CDD
49 takes over maintenance in January. He believed no funds were budgeted for these repairs.

50 Ms. Cerbone stated there is a general line item in the budget that could potentially
51 accommodate the cost of the repairs. Mr. Marquardt noted that there is not an estimate for
52 the repairs.

53 Discussion ensued regarding the issue. Mr. Marquardt stated that the District Engineer
54 provided language and performed some inspections of the weirs.

55 ➤ A Savannah Lakes homeowner reported that a homeowner on the opposite side of the
56 lake had a pool installed and, in their opinion, it caused significant erosion. The resident
57 submitted a photo that seemed to show significant erosion.

58 Mr. Marquardt voiced his opinion that the CDD should not be responsible for those
59 repairs and stated that the HOA was asked to examine the property and determine if the
60 erosion was the fault of the homeowner or the pool installer. He felt that it is important to
61 determine responsibility before January.

62 Ms. Cerbone asked Ms. Magaldi if the HOA could still be involved beyond January if
63 activities caused damage to CDD property during the time the HOA had control over the area.
64 Ms. Magaldi replied affirmatively. Ms. Cerbone believed and Ms. Magaldi concurred that the
65 HOA should call its Attorney.

66 Ms. Godfrey asked if this was related to the 2020 report that identified approximately
67 50 individual areas of erosion that more than likely resulted from extended decks and pool

68 installations. Mr. Marquardt stated it was not because this pool was installed after the 2020
69 inspection.

70 Discussion ensued regarding the ongoing issues identified in 2020, the need for the HOA
71 to participate in repairs on private property and the CDD's option of notifying homeowners of
72 the issues they must address themselves. Ms. Cerbone asked Ms. Magaldi if there is potentially
73 a right of recovery on the older repairs. Ms. Magaldi replied affirmatively. Ms. Cerbone felt that
74 it would be best to work with District Counsel in this regard. She noted that the HOA may still
75 be involved if it has pertinent documents.

76

77 **FOURTH ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
Appointed Supervisor, Ms. Anna Harmon,
Seat 5 (the following to be provided in a
separate package)**

78

79

80

81

82 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

83 **B. Membership, Obligations and Responsibilities**

84 **C. Financial Disclosure Forms**

85 **I. Form 1: Statement of Financial Interests**

86 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

87 **III. Form 1F: Final Statement of Financial Interests**

88 **D. Form 8B – Memorandum of Voting Conflict**

89 As noted earlier in the meeting, the Oath of Office was administered prior to the
90 meeting and the above items were presented during the First Order of Business.

91

92 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,
Designating Certain Officers of the District,
and Providing for an Effective Date**

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96 Ms. Cerbone presented Resolution 2022-01. Ms. Hill nominated Mr. Marquardt for
97 Chair. No other nominations were made.

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On MOTION by Ms. Hill and seconded by Ms. Godfrey, with all in favor, designating Mr. Marquardt as Chair, was approved.

Ms. Inez nominated Ms. Godfrey for Vice Chair. No other nominations were made.

On MOTION by Ms. Inez and seconded by Mr. Marquardt, with all in favor, designating Ms. Godfrey as Vice Chair, was approved.

Mr. Marquardt nominated the remaining slate of officers as follows:

- | | |
|---------------------|----------------|
| Secretary | Craig Wrathell |
| Assistant Secretary | Charlene Hill |
| Assistant Secretary | Gregory Inez |
| Assistant Secretary | Anna Harmon |
| Assistant Secretary | Cindy Cerbone |

No other nominations were made.

On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor, Resolution 2022-01, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was approved.

Prior appointments by the Board for Treasurer and Assistant Treasurer remain unaffected by this Resolution.

SIXTH ORDER OF BUSINESS

**Continued Discussion/Consideration:
SOLitude Lake Management, LLC, Services
Contract for One Time Planting Required
Littoral Plants [\$25,000.00]**

Ms. Cerbone recalled that several lake maintenance items were approved at the last meeting, including a contract with Cardno, Inc., which was approved in substantial form; the contract was updated and executed and copies would be emailed to the Board, the HOA and the Property Manager. Contracts for aerator maintenance and lake maintenance were also

134 approved at the last meeting, in substantial form. She stated that Mr. Kurth would discuss the
135 proposal for littoral shelf maintenance that was discussed at the last meeting, as well as a quote
136 the HOA received for treatment of Lake #21A.

137 Mr. Kurth discussed the development of the proposal for additional littoral plants and
138 noted the following:

139 ➤ The proposal came to fruition because many residents expressed concern about the
140 designated littoral shelf by Collier County.

141 ➤ There are issues with vacant areas and the majority of the species in the CDD are plants
142 that the residents tend to dislike.

143 ➤ He addressed the HOA twice, along with the County, to educate residents about the
144 benefits and the need for littoral plants.

145 ➤ The comments at the last meeting indicated that residents would like more attractive
146 flowering types of littoral plants.

147 ➤ Some residents did not understand what the plantings would look like because the
148 model homes did not have littorals behind them.

149 ➤ From a compliance standpoint, the proper density of plants is important, and the
150 species preferred by residents could also be installed.

151 ➤ He consulted with the District Engineer regarding square footage and suggested tabling
152 this proposal to the next meeting so that a closer examination could be done when the water
153 levels recede.

154 ➤ The price shown represented a good estimate for budgeting purposes and suggested
155 the CDD may wish to develop a long-range plan for targeted plantings to address erosion issues
156 and benefit the health of the lakes, given that some residents do not like littoral plants.

157 Mr. Marquardt stated the Landscaping Committee may wish to be involved, given the
158 focus on the community's aesthetics. Ms. Godfrey stated that some residents believe that
159 weeds have grown on the littoral shelf; therefore, it would be helpful to understand which
160 plants are littoral plants.

161 Mr. Kurth discussed the challenges managing littoral plantings, water fluctuation and
162 soil and erosion considerations, should certain species be removed. He would review the map

163 and present a plan for the littoral zones that includes SOLitude's responsibility for keeping bad
164 vegetation out.

165 Mr. Marquardt stated his understanding that the littoral plant plan did not require every
166 lake to have the same percentage of littoral plantings and that all plantings could be
167 congregated in one lake to comply with the agreement. He asked if it was true that a lake
168 planted with 10% littoral plantings would eventually grow to be 80% plantings. Mr. Kurth did
169 not believe the littorals are supposed to expand in that manner and stated the littoral zones
170 must be maintained to promote proper density and diversity of plants. He stated there is an
171 abundance of spikerush, which is a beneficial plant that residents do not like.

172 Mr. Marquardt asked how to respond when a resident asks the HOA to have spikerush
173 removed. Mr. Dowty stated it is important to comply with County requirements.

174 Ms. Cerbone stated the CDD would not deviate from the permit requirements since the
175 CDD owns and maintains the lakes. Residents who do not appreciate the CDD's eco-friendly
176 vegetation should be advised that it would be brought to the Board's attention and be told that
177 there would be added costs for beautification and transition would take time.

178 Mr. Dowty stated residents could be advised that, while they may view some vegetation
179 as unsightly, soil erosion is also unsightly and is costly to repair. He would send a map depicting
180 the lake areas. He noted that, while only 20% coverage might be required, the more littorals
181 planted, the better. Littorals need to be planted continuously in order to thrive.

182 Mr. Marquardt recalled that a property owner raked material out of the water and onto
183 the shoreline. Discussion ensued regarding whether the person removed beneficial littorals,
184 location of the plants and beneficial littoral plants living in the water.

185 Ms. Cerbone noted that anyone removing vegetation from CDD property is trespassing;
186 therefore, such instances should be reported to the District Manager for discussion at the next
187 meeting, where District Counsel could advise about next steps.

188 Discussion ensued regarding other property owners observed trespassing in this
189 manner, educating and informing residents and monitoring activity along the shoreline. Mr.
190 Kurth stated he would have additional staff on site, including Ms. Christina Kennedy. He

191 discussed the need for the CDD to proactively manage littoral plants and treat algae by
192 controlling nutrients.

193 Staff was directed to work with Mr. Kurth and Ms. Godfrey to draft a communication to
194 property owners, for dissemination by the HOA via e-blast and/or to be posted on the HOA
195 website. This item was tabled and would be discussed at the next meeting.

196 **Mr. Marquardt left the meeting at 11:12 a.m.**

197 **Public Comments**

198 **This item, previously the Second Order of Business, was presented out of order.**

199 A resident reported a large amount of dead tumbleweed type vegetation on her
200 property following spraying. Mr. Kurth suggested she provide her address to Ms. Cerbone so
201 she can email him and his crew can inspect the area. He stated that, while technicians focus on
202 spraying, they try to remove trash when possible.

203 Ms. Cerbone asked if, after spraying to reduce but not eliminate eco-friendly vegetation
204 like spikerush, the vegetation that dies off eventually dissipates. Mr. Kurth stated it does but in
205 many cases the biomass can create algae blooms. Ms. Cerbone asked if the Agreement with
206 SOLitude should also include removal, since he stated removal is not included. Mr. Kurth stated
207 removal is very expensive, so SOLitude tries not to kill littoral plants whenever possible because
208 contracts typically do not include removal. While removal might be necessary when littoral
209 plants have grown significantly, he felt that it is not necessary now.

210 Discussion ensued regarding residents removing construction-related trash and debris
211 from the lakes. Mr. Kurth cautioned that everyone should be very careful at the edge of the
212 lake because alligators might be present. Ms. Godfrey expressed her support for educating
213 residents about the work that SOLitude does. Mr. Kurth stated that he previously gave
214 educational presentations but it is unfortunate when dissatisfied residents do not attend. Ms.
215 Godfrey stated it might be possible to schedule another presentation for residents.

216 A resident supported sending a letter informing property owners that the lake is CDD
217 property and about the consequences of interfering with littoral plantings.

218

219 SEVENTH ORDER OF BUSINESS Consideration of SOLitude Lake
220 Management, LLC, Services Contract for Bi-
221 Monthly Algae Treatment for Lake #21A
222

223 Mr. Kurth presented the SOLitude contract for bi-monthly algae treatment at Lake #21A.
224

225 **On MOTION by Ms. Godfrey and seconded by Mr. Inez, with all in favor, the**
226 **SOLitude Lake Management, LLC, Services Contract for Bi-Monthly Algae**
227 **Treatment for Lake #21A, in substantial form and authorizing the Chair to**
228 **execute, was approved.**

229
230
231 EIGHTH ORDER OF BUSINESS Update: Status of Piggyback Agreement
232 with CrowderGulf, Collier County and the
233 City of Naples for Disaster Debris Removal
234 and Disposal
235

236 Ms. Magaldi stated she contacted CrowderGulf and Rosten Solutions, LLC and received a
237 favorable response.

238 Agreements would be forwarded to the companies and presented to the Board when
239 negotiations are complete.
240

241 NINTH ORDER OF BUSINESS Update: Status of Piggyback Agreement
242 with Rosten Solutions, LLC, for Emergency
243 Disaster Debris Removal Monitoring
244

245 This item was discussed in conjunction with the Eighth Order of Business.
246

247 TENTH ORDER OF BUSINESS Consideration of Hole Montes, Inc., Cost
248 Proposal for Preparation of Stormwater
249 Needs Analysis
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251 Mr. Dowty presented the Hole Montes, Inc., Cost Proposal for Preparation of the
252 Stormwater Needs Analysis.
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On MOTION by Ms. Hill and seconded by Mr. Inez, with all in favor, the Hole Montes, Inc., Cost Proposal for Preparation of the Stormwater Needs Analysis, was approved.

ELEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of October 31, 2021**

Ms. Cerbone presented the Unaudited Financial Statements as of October 31, 2021.

On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor, the Unaudited Financial Statements as of October 31, 2021, were accepted.

TWELFTH ORDER OF BUSINESS **Approval of Minutes**

Ms. Cerbone presented the following:

- A. February 2, 2021 Regular Meeting**
- B. October 14, 2021 Workshop**
- C. November 3, 2021 Regular Meeting**

On MOTION by Ms. Godfrey and seconded by Mr. Inez, with all in favor, the February 2, 2021 Regular Meeting, October 14, 2021 Workshop and November 3, 2021 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Other Business**

There was no other business.

FOURTEENTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

There was no report.

- B. District Engineer: *Hole Montes, Inc.***

There was no report.

290 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

291 Ms. Cerbone stated Staff was waiting for the HOA and HOA Counsel to provide feedback
292 on the Memo of Understanding, which clarifies ownership and maintenance responsibility for
293 vague areas, such as the fountains, floating dock, irrigation systems, etc. District Counsel
294 followed up with the HOA and HOA Counsel. Ms. Magaldi stated that HOA Counsel advised her
295 that comments would be forthcoming.

296 Ms. Cerbone stated that oversight is also important and it is important to have someone
297 on site to receive resident concerns and to communicate with applicable parties. The on-site
298 point of contact, according to the Oversight Agreement, would also communicate with vendors
299 and the District Manager's office and receive and disseminate vendor reports. A backup plan is
300 in place whereby, if the Oversight Agreement is not in place, the CDD can contract with an
301 outside person to perform these duties; however, that would cause the CDD to incur an
302 additional, unbudgeted \$5,000 annual charge. Discussion ensued regarding the previously
303 approved Agreement; there was a delay due to the change in HOA Counsel.

- 304 • **NEXT MEETING DATE: January 6, 2021 at 10:30 AM**
- 305 ○ **QUORUM CHECK**

306 Ms. Cerbone stated the next meeting was scheduled for January 6, 2021 but it may be
307 canceled if not needed, depending on whether the Agreement is finalized.

308

309 **FIFTEENTH ORDER OF BUSINESS****Audience Comments**

310

311 A resident asked if the backup plan regarding CDD oversight would cost \$5,000 per
312 month. Ms. Cerbone stated the cost would be \$5,000 for the year. Wrathell, Hunt and
313 Associates has an Operations Manager based on the West Coast of Florida who could be on site
314 for a few hours a week. The resident observed that the Property Manager is extremely busy
315 and asked if it would be beneficial to have a District Staff member in the role, given the nominal
316 cost for the expertise.

317 Ms. Cerbone stated this Operations Manager travels extensively and, while they could
318 be on site for a few hours each week and would get to know the community very well, they
319 would not get to know the residents. She recommended trying the Oversight Agreement first to

320 see if additional changes on the HOA side might be necessary before incorporating CDD Staff.
321 While it would require time to develop the right process, Staff is willing and able to help
322 residents in any way they can, legally, as a governmental entity.

323 Discussion ensued regarding asking the Property Manager to attend a CDD meeting. Ms.
324 Cerbone stated she thought this would be very beneficial, once the MOU is executed. She and
325 Mr. Marquardt are scheduled to meet with the Property Manager and Mr. Sperrazza to discuss
326 the logistics, in detail, regarding the MOU and CDD oversight.

327 A resident asked what entity manages irrigation. Ms. Cerbone stated the CDD has not
328 budgeted for any irrigation maintenance, repairs or overhaul in the past, present or future. She
329 was unsure what the HOA budgeted for those items but the HOA is aware and receptive to
330 retaining ownership and maintenance of the irrigation systems. The understanding was that all
331 physical structures relating to irrigation would be owned and maintained by the HOA and the
332 CDD would be responsible for water treatments.

333

334 **SIXTEENTH ORDER OF BUSINESS**

Supervisors' Requests

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336 There were no Supervisors' requests.

337

338 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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340 There being no further business to discuss, the meeting adjourned.

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342 **On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor, the**
343 **meeting adjourned at 12:04 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

16C

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021 CANCELED	Regular Meeting	10:30 AM
October 14, 2021	Workshop	10:30 AM
Join Zoom Meeting: https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzdz09 Meeting ID: 937 1055 3245 Passcode: 521802 Dial by Location: 1 929 205 6099 Meeting ID: 937 1055 3245 Passcode: 521802		
November 3, 2021	Regular Meeting	10:30 AM
November 4, 2021 CANCELED	Regular Meeting	10:30 AM
December 2, 2021	Regular Meeting	10:30 AM
January 6, 2022 CANCELED	Regular Meeting	10:30 AM
February 3, 2022	Regular Meeting	10:30 AM
March 3, 2022	Regular Meeting	10:30 AM
April 7, 2022	Regular Meeting	10:30 AM
May 5, 2022	Regular Meeting	10:30 AM
June 2, 2022	Regular Meeting	10:30 AM
July 7, 2022	Regular Meeting	10:30 AM
August 4, 2022	Public Hearing & Regular Meeting	10:30 AM
September 1, 2022	Regular Meeting	10:30 AM