

PROFESSIONAL SERVICES TASK ORDER

Project Number-Task Order Number: 292-01 / 001

Subject to the Agreement between the *City of Quincy, Florida* [the CLIENT] and Rostan Solutions, LLC [ROSTAN], effective November 29, 2018, the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1.) Basic Project Information

Project Name: Hurricane Michael Disaster Recovery Consulting
FEMA-DR-4399-FL

Project Number: 292-01

Project Location: Gadsden County, FL

CLIENT Representative: Jack L. McLean Jr.

ROSTAN Representative: Tommy Horton

- 2.) **Scope of Services:** ROSTAN shall perform its Basic and Optional Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3.) **Period of Service:** The period of service shall be November 29, 2018 through **May 31, 2019**.
- 4.) **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$ 50,000.00.
- 5.) This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

ISSUED AND AUTHORIZED BY:

CITY OF QUINCY, FLORIDA

 Angela G. Sapp

Title: Mayer

ACCEPTED AND AGREED TO BY:

ROSTAN SOLUTIONS, LLC

By: 

Title: TOMMY HORTON
VICE PRESIDENT

PROFESSIONAL SERVICES TASK ORDER

Project Number-Task Order Number: 292-01 / 001

Attachment 1

Scope of Services

1.) Scope of Services

This task order will authorize Rostan to provide disaster recovery consulting services at the direction of the City of Quincy, Florida for the current incident designated FEMA-DR-4399-FL. These consulting services will be delivered in phases.

2.) Project Overview

In October 2018 Hurricane Michael impacted Gadsden County, FL, causing severe damage and flooding to the facilities and widespread debris. The President issued a Major Disaster Declaration (FEMA-DR-4399) for the State of Florida. This action released federal aid through the Federal Emergency Management Agency (FEMA) Public Assistance Program, specifically to its eligible Applicants. Subsequently, ROSTAN Team was retained by the City of Quincy, Florida and tasked to support the CLIENT in Recovery and Mitigation Services.

Rostan may perform some or all the following tasks, as directed by CLIENT (a full scope of work can be found in the HGAC Buy Purchasing Program HP08-17 – All Hazards Preparedness, Planning, Consulting & Recovery Services):

3.) Recovery and Mitigation Services

Grant Management Tasks:

- Provide general grant management advice.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).

Eligibility Tasks:

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for emergency protective measures, remediation activities and reconstruction activities to restore damaged facilities.
- Status meetings; Notes / Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft Project Worksheet(s) / supporting documentation, Permanent / Restoration work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Procurement support to secure contracting services; Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

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An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

CLIENT Responsibilities:

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contacts.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

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Attachment 2

- 1.) **Pricing.** The scope of services set forth herein for Task Order 1 is being estimated conservatively based upon current knowledge of debris, damages and status of claims. The budget estimate for this Task Order is a not-to-exceed amount of \$ 50,000 -. The not-to-exceed Task Order budget estimate is based on current overall damage estimates. ROSTAN will provide support under the following: Direct Administrative Costs (DAC), Project Management, Environmental, and Grant Management Services. The not-to-exceed Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Expenses and Travel: Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedules**

Please see attached HGAC Contract and Proposal identifying the applicable positions and rates required to complete the aforementioned scope of work.

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Quincy, Florida and Rostan Solutions, LLC

Amendment to Professional Services Agreement

Amendment 2

WHEREAS, the City of Quincy, Florida (hereinafter the “City”) and Rostan Solutions LLC (hereinafter referred to as “Rostan”; collective referred to as the “Parties”) entered into an Agreement for Rostan to provide certain professional services related to federal and state disaster recovery and mitigation programs on November 29, 2018; and

WHEREAS, Section 3.4 of the Agreement authorized a one-year (12 months) term of performance; and

WHEREAS, the Parties mutually agree to exercise one of two (2) available one-year term extensions authorized by section 3.4

THE PARTIES NOW AGREE:

Section 3.4 of the Agreement is amended as follows:

Term. This Agreement shall be in effect for 24 months from the effective date, with one, one-year extension available upon mutual consent of the parties.

This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

CITY OF QUINCY, FL

ROSTAN SOLUTIONS, LLC

By: _____

By: Tommy Horton _____

Title: _____

Title: Vice President _____

Signature: _____

Signature: _____

Date: _____

Date: _____

This is a contract (hereinafter referred to as the "Agreement") effective as of Nov 29, 2018 between the City of Quincy, Florida ["CLIENT"], having its principal office at 404 West Jefferson Street, Quincy, Florida 32351 and Rostan Solutions, LLC ["ROSTAN"], a limited liability company chartered under the laws of the State of Florida, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596.

The CLIENT requires the services of a qualified firm to perform certain professional services for the CLIENT at various locations. The CLIENT has carefully reviewed the Houston-Galveston Area Council of Governments ["HGAC"] Scope of Services for "All Hazards Preparedness, Planning, and Recovery Services" and seeks to select ROSTAN to provide certain services following "Hurricane Michael."

The CLIENT intends to engage ROSTAN to perform certain professional services related to FEMA's Public Assistance Program, as well as any other services identified within the Scope of Services included with the attached HGAC Proposal including, but not limited to: Stafford Act Section(s) 404 and 406 Hazard Mitigation Proposal/Application Development, Environmental Consulting, Technical Assistance, Grant Management Consulting, and Disaster Recovery Services. These services are described in greater detail within *Schedule E: HGAC Scope of Services and RFP Response [Rostan Solutions LLC]*

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

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

1. BASIC SERVICES

- 1.1. **Scope.** ROSTAN shall provide the Basic Services as described in individual Task Orders authorized in writing by the CLIENT. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder.
- 1.2. **Standard of Care.** ROSTAN 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 ROSTAN's recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Instruments of Service.** ROSTAN 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 ROSTAN to be engaged by ROSTAN under this Agreement are limited to those identified in executed Task Orders or as the CLIENT specifically approves during the performance of a Task Order.
- 1.7. **Title to Hazardous Materials.** The CLIENT and ROSTAN 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 CLIENT.
- 1.8. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN 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 CLIENT's premises. In this regard, the CLIENT and ROSTAN agree as follows:

- 1.8.1. ROSTAN may assist the CLIENT in obtaining the services of licensed hazardous materials contractors for the transportation and disposal of all hazardous or toxic wastes, materials or substances. ROSTAN shall not contract directly for these services.
- 1.8.2. It is understood by both the CLIENT and ROSTAN that the CLIENT 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 CLIENT'S RESPONSIBILITIES

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

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT'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 CLIENT.
- 2.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the CLIENT relevant to a Task Order.
- 2.4. **Access.** Arrange for ROSTAN to enter upon public property as mandated by the CLIENT.
- 2.5. **Review.** Respond to ROSTAN'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.
- 2.7. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ROSTAN'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.** ROSTAN will start the Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN 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 CLIENT's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control interrupts or delays ROSTAN's performance, the time of performance shall be equitably adjusted.
- 3.4. **Term.** This Agreement shall be in effect for 12 months from the effective date, with two, one-year extensions available upon mutual consent of the parties.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule B), the CLIENT shall pay ROSTAN the amount stated in invoices issued for and in accordance with each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each task order. Invoices are payable by the CLIENT within 30 days after receipt of invoice.
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, waivable in whole or in part by ROSTAN at its discretion.

5. OPINIONS OF CONSTRUCTION COST

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

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT 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 ROSTAN performing the changed services. Such changes can only be required by the CLIENT's authorized representative.
- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, 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) ROSTAN 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) ROSTAN 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.** ROSTAN will hold secret and confidential all information designated by the CLIENT as confidential ["Confidential Information"]. ROSTAN will not reveal Confidential Information to a third party unless: (a) the CLIENT 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 CLIENT by ROSTAN or developed by ROSTAN in connection with the work are, and will remain, the property the CLIENT.
- 6.4. **Disputes.** If a dispute or complaint [collectively referred to as a "Dispute"] arises concerning this Agreement, the CLIENT and ROSTAN 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 CLIENT from utilizing any available remedies, administrative, contractual, or legal, where ROSTAN has been found to have violated or breached the terms of this

Agreement, subject to the Limitation of Liability provision below.

- 6.6. **Insurance.** ROSTAN will maintain insurance against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for ROSTAN'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 ROSTAN's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of ROSTAN's failure to meet the Standard of Care.
- 6.7. **Indemnification.**
- 6.7.1. ROSTAN hereby agrees to indemnify and hold the CLIENT 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 ROSTAN or others for whose acts ROSTAN is responsible under this Agreement.
- 6.7.2. The CLIENT hereby agrees to indemnify and hold ROSTAN 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 CLIENT of its obligations under this Agreement, and the performance hereunder of its employees, agents or others for whose acts the CLIENT 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 CLIENT nor ROSTAN 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 ROSTAN hereunder, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed ROSTAN's fees for services from which the liability arises.
- 6.9. **Reserved.**
- 6.10. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 6.11. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the CLIENT.
- 6.12. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 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, including ROSTAN's Schedules, Attachments, and Task Orders executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN.
- 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 the Party must be returned to the other Party upon termination of the Agreement.

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

7.0 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

7.1 **Special Provisions.** This Agreement is subject to the following special provisions: **Duties and Responsibilities of ROSTAN.** ROSTAN or its representatives may be on site during the 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 ROSTAN 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 ROSTAN's Responsibilities.** ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. ROSTAN will not be responsible for contractors' or their subcontractor's failure to perform the work in accordance with their contract with the CLIENT or any other agreement. ROSTAN 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 Per HGAC Contract*

7.3.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.3.4 **Schedule D:** *Anti-Lobbying Certification*

7.3.5 **Schedule E:** *HGAC Scope of Services and RFP Response [Rostan Solutions LLC]*

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 within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued by the CLIENT.

Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN 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.

CITY OF QUINCY, FLORIDA

 Angela B. Sapp

Title: Mayor

Date: 11/29/18

ROSTAN SOLUTIONS, LLC

By: 

Title: TOMMY HORTON, VICE PRESIDENT

Date: 11/30/2018

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: _____ -- _____
Task Order Date: _____

Subject to the Agreement between *the CLIENT* [the CLIENT] and *ROSTAN* [ROSTAN], effective ____, ____, 2018 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: SAMPLE

Project Number: _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. **Scope of Services:** ROSTAN shall perform its Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
3. **Period of Service:** The period of service shall be: _____.
4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, 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 Attachment 3, attached and incorporated into this Task Order.
7. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date _____

ISSUED AND AUTHORIZED BY:
[CLIENT]

By: _____

Title: _____

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

Title: _____

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 3
Special Conditions

Schedule B
Fee Schedule Per HGAC Contract

Labor Category	Hourly Rates
<u>RATES RELATED TO DEBRIS MONITORING OPERATIONS</u>	
**ROSTAN exclusively uses the HaulPass® ADMS for all data collection efforts eliminating the need for Data Entry Clerks. Costs associated with the utilization and deployment of HaulPass® are included in the below listed rates.	
Project Manager	\$74.00
Deputy Project Manager	\$64.00
Operations Manager	\$58.00
GIS Analyst	\$55.00
Environmental/ Technical Specialist	\$65.00
Health & Safety Officer	\$60.00
Field Supervisor	\$42.00
Data Manager	\$58.00
Debris Site/Tower Monitor	\$32.00
Crew Monitors	\$32.00
Citizen Drop-off Monitor	\$28.00
Project Coordinator	\$36.00
Administrative Assistant/Call Center Staff	\$29.00
Billing/Invoice Manager	\$39.00
Public Assistance Reimbursement Manager	\$120.00
Public Assistance Reimbursement Specialist	\$95.00
<u>RATES RELATED TO PUBLIC ASSISTANCE / GRANTS MANAGEMENT / PLANNING SERVICES</u>	
Subject Matter Expert	\$190.00
Senior FEMA Specialist	\$185.00
Principal/Program Manager	\$180.00
Project Manager	\$168.00
Senior Grants Management Consultant	\$185.00
Project Grants Management Consultant	\$155.00
Grants Management Consultant	\$120.00
Junior Grants Management Consultant	\$105.00
Grants Administrator	\$85.00
Floodplain Mgmt Specialist	\$135.00
BCA Specialist	\$145.00
Grants Data Specialist	\$110.00
GIS / HAZUS Specialist	\$125.00
Senior Field Technician	\$64.00
Field Technician	\$52.00
Administrative Specialist	\$39.00
Note: Rates are inclusive of all costs with the exception to those expenses related to airfare, allowable mileage and/or rental vehicles, rental vehicle petroleum products and lodging. Expenses will be directly passed through without markup. Receipts will be provided.	

Schedule C

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, ROSTAN (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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.
 - b. 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.
 - c. 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. 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.
 - e. 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.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement 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.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 that 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.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
 - a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
 - b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. 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 Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. 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.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
 - a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.
 - b. 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, the 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 (a) of this section, in the sum of \$10 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 (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The CLIENT 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 (b) of this section.

- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and 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 (a) through (d) of this section.

4. **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.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. 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. (2)
- ii. The CONTRACTOR agrees to report each violation to the CLIENT] and understands and agrees that the CLIENT 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.
- iii. 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.

b. Federal Water Pollution Control Act

- i. 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.
- ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT 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.
- iii. 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.

6. **Suspension and Debarment.**

- a. 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, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor 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).
- b. The CONTRACTOR will 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.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. 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 State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. 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 throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the CLIENT 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 required Certification is provided as an addendum to this Agreement.*

- b. 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 CLIENT.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
 - a. 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.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, 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.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges 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.
11. **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.
12. **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 actions pertaining to this Agreement.

Schedule D

Anti-Lobbying Certification Form

[provided on the following page]

Schedule E

HGAC Scope of Services and RFP Response [Rostan Solutions LLC]

[provided on the following pages]