BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, June 14, 2023 at 6:00 PM
Commission Chambers

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor**
6. **PRESENTATIONS (limited to 10 minutes each)**
7. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. It is not mandatory to complete a comment card.

For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. CONSENT AGENDA

Any member of the Board of Commissioners can ask to pull a consent item for separate discussion and vote.

A. Approval of Minutes

B. Professional Services Contract RFQ #20-03 First Amendment

C. RFP #2023-03 Gulf Ln Roadway & Beach Access Improvements bid acceptance and contract award

9. PUBLIC HEARINGS

A. Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications – 2nd Reading & Public Hearing

B. Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee – 2nd Reading & Public Hearing

C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 2nd Reading & Public Hearing

D. Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign – 2nd Reading & Public Hearing

E. Ordinance 2023-13, LDC - Rental of Residential Amenities – 2nd Reading & Public Hearing

F. Ordinance 2023-17, Amendment to Purchasing Ordinance - 2nd Reading & Public Hearing

G. 4COP Alcoholic Beverage License Application # 2023-05 for John's Pass Grille located at 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida 33708

10. UNIFINISHED BUSINESS

A. Resolution 2023-07, Authorizing the City Attorney to seek an Attorney General Opinion regarding the position of Director of Finance/City Treasurer

B. Gulf Beaches Public Library FY 2024 Budget

11. CONTRACTS/AGREEMENTS

A. Interlocal Agreement with Pinellas County for Cooperative Procurements of Disaster Debris Collection & Monitoring and Management Services

B. R.O.C. Park - Reflection Pond Repair and Upgrade - RFP

12. NEW BUSINESS

13. STAFF REPORTS

14. AGENDA SETTING - WORKSHOP MEETINGS

A. Density and Intensity Consistency with Forward Pinellas

B. 2.5 ft setback for drainage

C. City Manager's Monthy Report - May 2023

D. 2023 Legislative Update

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

B. City Attorney

C. City Manager

D. City Clerk

16. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 223 or fax a written request to 727-399-1131.

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 10, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on May 10, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT:	James "Jim" Rostek, Mayor Ray Kerr, Vice Mayor/Commissioner District 2 Eddie McGeehen, Commissioner District 3 Anne-Marie Brooks, Commissioner District 4
MEMBERS ABSENT:	David Tagliarini, Commissioner District 1
CITY STAFF PRESENT:	Robin Gomez, City Manager Clara VanBlargan, City Clerk Thomas Trask, Interim City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. Commissioner Tagliarini was absent.

4. APPROVAL OF THE AGENDA

The Mayor said they received a request to move Agenda Item 12. C, Appointment to Gulf Beaches Public Library to after the Consent Agenda.

5. PROCLAMATIONS

A. National Public Works Week; May 21 – May 27, 2023

Mayor Rostek read a proclamation proclaiming May 21 – May 27, 2023, as National Public Works Week. Public Works Director Megan Wepfer accepted the proclamation.

B. National Safe Boating Week; May 20 – May 26, 2023

Mayor Rostek read a proclamation proclaiming May 20 – May 26, 2023, as National Safe Boating Week. A local United States Coast Guard Flotilla Commander accepted the proclamation.

6. PRESENTATIONS

There were no presentations.

7. PUBLIC COMMENT

There were no public comments.

8. CONSENT AGENDA

A. Approval of Minutes

- **2023-04-12, BOC Regular Meeting Minutes**
- **2023-04-26, BOC Budget Workshop Meeting Minutes**
- **2023-04-26, BOC Regular Workshop Meeting Minutes**

B. W&A Third Amendment for Cleaning Services

Vice Mayor Kerr motioned to approve the Consent Agenda as written. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

Agenda Item 12. C, Appointment to the Gulf Beaches Public Library Board

Applicants:

- John Hendricks
- Jerry Cantrell

Commissioner Brooks motioned to appoint John Hendricks to serve as the alternate member to the Gulf Beaches Public Library Board. Commissioner McGeehen seconded the motion.

John Hendricks, applicant, 569 Normandy Road, explained his involvement and accomplishments

with the Library Board when he was in office and the progress the Library Board has made since then.

Jerry Cantrell, applicant, 13322 1st Street E., explained his 20 years of experience in corporate leadership and 11 years of experience in education that would benefit the Library Board.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

9. PUBLIC HEARINGS

A. Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-09 by title only:

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 86-144 (NOTIFICATION) OF ARTICLE IV (DEVELOPMENT AGREEMENTS) OF CHAPTER 86 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR NOTICE BY U.S. MAIL TO ALL PROPERTY OWNERS WITHIN 300 FEET IN ANY DIRECTION OF PROPERTY WHICH IS THE SUBJECT OF A PUBLIC HEARING CONSIDERING AN APPLICATION TO ENTER INTO, AMEND OR REVOKE A DEVELOPMENT AGREEMENT; PROVIDING THAT NOTICES SHALL BE POSTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Community Development Director Jenny Rowan said the ordinance expands the distance of mailed public notices from 200 feet to 300 feet of the subject property for entering into, amending, or revoking a development agreement. The ordinance also clarifies that the Community Development Department will post and mail the public notice when the Development Agreement goes before the planning commission. Staff and the Planning Commission recommend approval.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr said the ordinance made sense. The more input, the better.

After the first reading and public hearing, Vice Mayor Kerr motioned to approve Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

B. Ordinance 2023-10, Amendment to Ch. 110 – Alcohol Beverage Permit Application Fee – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-10 by title only:

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 110-531, 110-533 AND 110-539 OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFER TO THE CITY'S FEES & COLLECTION PROCEDURE MANUAL FOR THE COST OF AN ALCOHOLIC BEVERAGE PERMIT APPLICATION FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Jenny Rowan said the ordinance removes the exact fee amount for alcoholic beverage applications from the Madeira Beach Code of Ordinances. Instead, the City's Fees & Collection Procedure Manual will determine the cost of an alcoholic beverage permit application. Staff and the Planning Commission recommend approval.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr said the ordinance straightens the books. All fees go into one section versus individual code, which could cause chaos.

Vice Mayor Kerr motioned to approve Ordinance 2023-10, Amendment to Ch. 110 – Alcohol Beverage Permit Application Fee, after the first reading and public hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

C. Ordinance 2023-12, Amendment to LDR – Definition of Portable Sign – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-12 by title only:

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 (DEFINITIONS) OF CHAPTER 82 (GENERAL PROVISIONS) OF THE CITY'S LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF PORTABLE SIGN; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Community Development Director Jenny Rowan said the ordinance updates the definition of a portable sign to follow the federal appeals court ruling from LaCroix v. Town of Fort Myers Beach. The case ruled that it is a first amendment right for citizens to carry non-commercial speech signs in public areas such as sidewalks and parks. The ordinance clarifies that a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a prohibited portable sign. These signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the City's sidewalks and parks. Staff and the Planning Commission recommend approval.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Brooks agreed with the change.

After the first reading and public hearing, Commissioner Brooks motioned to approve Ordinance 2023-12, Amendment to LDR – Definition of Portable Sign. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"

Mayor Rostek "YES"

The motion carried 4-0.

D. Ordinance 2023-13, LDC – Rental of Residential Amenities – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-13 by title only:

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING DIVISION 15 OF ARTICLE VI OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH CONCERNING RENTAL OF RESIDENTIAL AMENITIES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Community Development Director Jenny Rowan said the ordinance prohibits the owner or authorized agent of an owner of a residential property from renting or leasing any amenity, feature, or structure other than a dwelling. The ordinance defines "amenity, feature, or structure" as including but not limited to sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gazebos, or front, rear, or side yards. This ordinance would not affect commercial and other areas in Madeira Beach that currently allow for renting or leasing recreation or event facilities. The Local Planning Agency (the Planning Commission) voted to support Ordinance 2023-13 moving forward to a public hearing for first reading at the May 10, 2023, Board of Commissioners Meeting. Staff and the Planning Commission recommend approval.

Mayor Rostek opened to public comment.

Jerry Cantrell, 13322 1st Street E, asked if the ordinance included boat docks. He is unsure of the way it reads. His concern is that some people have long-term rentals for boat docks, and they should be able to do that.

Director Rowan said City Code, Section 78-36 regulates the rental of docks in R-1 and R-2.

Commissioner Brooks said it was discussed in the workshop. They all agreed it was a good change, and the concern in the workshop regarding the boat dock rentals would be addressed under a different ordinance and discussed separately.

Vice Mayor Kerr asked if it could specifically exclude boat docks and if they could make reference to where it is addressed. Director Rowan said they would change the language not to include docks.

The City Manager said it is clear that it is the residential amenities as defined in the ordinance. It has nothing to do with boat docks. The language would create some misunderstanding going forward.

Commissioner Brooks said they are revisiting the ordinances with the City to clean up bad verbiage and confusion.

The City Attorney said normally, when looking at ordinances and enforcing them, the more specific language in the code would be more controlling over more general language. Since it is not specifically included in the list of what is an amenity feature or structure, it would not necessarily be included because it is a general term. There is another provision in the code that specifically references docks. It is not necessary to be in the ordinance. If the Board wants them to wordsmith it, he would be happy to do that. It is not necessary because it is included in another portion of the code.

Director Rowan had the City Clerk distribute a copy of the City Code, Sec. 78-36, Docking limitations.

Vice Mayor Kerr said the red bold Sec. 110-610, Residential amenities rentals prohibited, (a) of the ordinance says, "The owner or authorized agent of an owner of a residential property is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or structure, other than a dwelling, detached dwelling, dwelling units or accessory dwellings, appurtenant to or associated with such residential property, regardless of the purpose or length of time of said rental or lease." He wondered whether it would be proper to put a boat dock in there or not.

Mayor Rostek said in Sec. 78-36, Docking limitations, the only docking limitation he saw was boats not for hire. There are no time constraints on it. If they are trying to stop short-term stuff, he sees no language in there that supports it or long-term.

Vice Mayor Kerr said that would be in a separate ordinance. Now that they have the attorney recommendation, he is in favor of leaving it as written if they have a separate ordinance for boat docks.

Vice Mayor Kerr motioned to approve Ordinance 2023-13, LDC – Rental of Residential Amenities, after first reading and public hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

E. Ordinance 2023-15, Comprehensive Plan Activity Center Definition – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-15 by title only:

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ESTABLISH A LAND USE CATEGORY FOR ACTIVITY CENTER; REPEALING ORDINANCE 2022-03; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

Community Development Director Jenny Rowan said the ordinance creates the Activity Center future land use category in the Madeira Beach Comprehensive Plan, consistent with the Countywide Rules. No specific property or location is associated with this text change. The amendment adds a category of use the community can choose when updating its plan and map in the future. Adopting the Activity Center designation for a specific property or area requires a separate land use map amendment and the adoption of regulating policies for an Activity Center. Staff and Planning Commission recommends approval.

Mayor Rostek opened to public comment.

Jerry Cantrell, 13322 1st Street E, said he knows the information has been put out for people to be able to come to meetings to understand what is going on with the John's Pass Activity Center. He is almost certain it was not effectively communicated. In the past meeting, he thought there was a letter from 19 businesses indicating they were all for the John's Pass Activity Center to move forward. It seems they are taking language from that to move forward to prepare the designation but not communicated with the residents. It should be paused, reach out to the community, and get the needed feedback.

Jeff Arnold, 13195 Gulf Lane, said he understood they are not adding another category to allow them to do what they need to do later to make it work. He supported the amendment.

Commissioner Brooks said it is a definition, and they are not adding anything to do with the activity center that has been presented in the past.

Vice Mayor Kerr said there is no specific property or location associated with the text change. The Board previously voted to add the Activity Center designation. It is a redo of that after the county provided comment and has nothing to do with John's Pass. Director Rowan said it is only a redo of adding the category.

Vice Mayor Kerr said by having the designation whether they designate it to John's Pass Village has nothing to do with the vote tonight. But they should have the ability to make that judgment later when the John's Pass Village Activity Center comes back to them. To Mr. Cantrell's point, they have more public discussion on John's Pass Village being an Activity Center. Commissioner Tagliarini provided them with a vote tally from the neighborhood referenced by Mr. Cantrell and

substantially against an Activity Center. However, the question proposed to them asking if they were in favor of passing the proposals designating John's Pass Village to 133rd Avenue as an Activity Center is not a valid question for tonight's agenda.

Mayor Rostek said he was concerned that so many people are against it and do not understand it. He suggested putting it on a ballot for the voters to fix it. There is the potential lack of communication that not enough people were involved and with over 4,000 residents, where could they hold the public hearing to hold them all? The alternative would be to put it on the ballot for them to vote on, or they could stop it for a short amount of time and get more input from the residents, good, bad, or indifferent.

Commissioner Brooks said they are not voting for an Activity Center.

Mayor Rostek said there is confusion and lack of communication and understanding, and that should be cleared up. Commissioner Brooks said once they vote to put the category in place in the ordinance, they could revisit the Activity Center and give the community another opportunity to get involved. It is easy to fill out a survey online because they do not know what they are voting for. Most may think they are voting for an Activity Center, and they are not. The ordinance must be passed to get to that point. The Mayor said the ordinance gives them more tools in the toolbox.

Director Rowan said it is only definition, and the definition goes in the comprehensive plan. It is not tied to any property. The Vice Mayor said they could have more discussion on the advantages and disadvantages of creating an Activity Center at a later date.

Vice Mayor Kerr motioned to approve Ordinance 2023-15, Comprehensive Plan Activity Center Definition, after first reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Mayor Rostek	"NO"

The motion carried 3-1.

F. Ordinance 2023-17, Amendment to Purchasing Ordinance – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-17 by title only:

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR THE DELETION

OF THE WORDS "CITY COMMISSION" AND REPLACEMENT WITH THE WORDS "BOARD OF COMMISSIONERS" IN SECTIONS 2-191(B) AND 2-193(3)(B) THEREOF; TO PROVIDE FOR THE DELETION OF SECTIONS 2-193(3)C AND 2-194 OF THE CODE RELATING TO PERSONAL AND PROFESSIONAL SERVICE CONTRACTS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr asked if the ordinance was strictly a clerical update to replace the language City Commission to Board of Commissioners in two different sections.

City Attorney Trask said there are two other things happening in the ordinance. The sentence in subparagraph C of Sec. 2-193 (3) in its entirety is being deleted along with the entire Sec. 2-194.

Mayor Rostek said the deletions dealt with the professional services having to go out on bid versus just hiring whomever.

The City Attorney said he had the entire ordinance if they wanted to look at it. Vice Mayor Kerr said the ordinance did not show the two chapters being deleted. The City Attorney said that was to save paper. When Municode gets it, they do not need three or four pages of material. They only look for what needs to be deleted and delete it. It is not regurgitated in the ordinance but referenced.

The City Manager said the two deletions are related to personal and professional services contracts. With that being removed, they fall back on the City's purchasing ordinance. Anything greater than $5,000 to $30,000 will require three quotes. Anything greater than $30,000 would require a bid, RFP or RFQ.

Commissioner Brooks motioned to approve Ordinance 2023-17, Amendment to Purchasing Ordinance, after first reading and public hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

G. Redevelopment Planning Application RDV 2023-01 – Public Hearing

City Attorney Tom Trask said the item was a quasi-judicial hearing. He read the summary of the application:

Redevelopment Planning Application RDV 2023-01 requests authority to replace an existing legally non-conforming duplex with a new duplex. The Redevelopment planning process (Sec. 110-97) allows for property owners to apply to replace an existing legally non-conforming residential structure with a new structure at the same density with an approved Redevelopment Planning Application. RDV 2023-01 is located at 321 Boca Ciega Drive, Madeira Beach, Florida 33708.

The City Attorney said the standards to be applied in the review are set forth in Section 110-97, which Andrew or Jenny will go over. The burden of proof in the case is the greater weight of the evidence set forth in Section 2-10 of the Code. There are no notices of intent to be an affected party that has been received by the City. The parties in the case are Michael Kamenoff and 321 Boca Ciega, LLC., which is the applicant. The order of the presentation is the applicant making the first presentation and then the City.

The City Attorney read the quasi-judicial hearing procedures. He asked the Commissioners if there had been any ex-parte communications between the applicant and any of the Commissioners, and there were none. The City Attorney asked the Commissioners if there were any conflicts of interest that needed to be disclosed, and there were none.

The City Attorney swore in the witnesses and applicant present to speak.

Applicant Presentation

Michael Kamenoff, owner of 321 Boca Ciega Drive, said because of their existing duplexes on a non-conforming lot and they are considering substantial improvement to the lot, they want to demo and build a new three-story duplex compliant with current floodplain regulations. They went before the Planning Commission and got approval, and now they need approval from the Board of Commissioners. They agreed to greatly improve the property using proper setbacks, lot coverage, and proper height for R-2 zoning requirements.

The City Attorney asked the Board if they had any questions for the applicant.

Vice Mayor Kerr asked if all the plans and permits had been approved other than getting the variance. Mr. Kamenoff said he had not been through any of it. He must get approval first.

City Staff Presentation

Long Range Planner Andrew Morris read the City staff report in the agenda packet:

Background and Discussion
There is a legally nonconforming duplex located at 321 Boca Ciega Drive. The existing duplex, built in 1959, does not meet the currently required minimum lot size for a duplex and is considered legally nonconforming since the construction of the duplex predates the establishment of the current zoning requirements. The duplex may be built back to the same density through the approval of a Redevelopment Plan (Sec. 110-97). The Redevelopment Planning Process, as outlined in the Madeira Beach Code of Ordinances, needs to be

approved before the demolition of the existing structure. The Redevelopment Plan is heard by the Local Planning Agency (the Planning Commission) and the Board of Commissioners. The Local Planning Agency (the Planning Commission) voted to support RDV 2023-01 moving forward to public hearing at the May 10, 2023, Board of Commissioners Meeting. The Board of Commissioners can approve, approve with conditions, deny, or change a redevelopment plan.

The Redevelopment planning process allows for duplexes on nonconforming lots to be rebuilt to existing density if the new structure complies with required front setback, height, parking requirements, and floodplain regulations effective at the time of building permit application. An approved Redevelopment Plan allows the new structure to be built within the existing side and rear setbacks.

The applicant included conceptual plans of the proposed duplex. The proposed duplex meets the required front and rear setbacks in the R-2 zoning district and retains the existing five-foot side setbacks. The proposed duplex meets the restrictions related to building surface lot coverage and the impervious surface ratio. The proposed duplex meets the height restrictions in the R-2 Zoning District. The proposed duplex must meet all applicable floodplain regulations. The conceptual plans do not represent what the final site plan will look like for the duplex. The applicants for the proposed duplex will still need to apply for a building permit.

Recommendation (s)
Staff recommended the approval of RDV 2023-01.

Attachments/Correspondence Documents

- RDV 2023-01 Application
- RDV 2023-01 Conceptual Plan
- 321 Boca Ciega Drive Property Appraiser Information Unit Verification
- Public Notice Posting and Mailing

The City Attorney asked Mr. Morris if he was asking the City to receive into evidence his staff report, and he said yes.

The City Attorney asked the Board if they had questions to City staff.

Mayor Rostek asked what the recommendation was. Mr. Morris said the staff supports it. It is replacing an existing duplex with another duplex that will be FEMA compliant, which will be a good improvement over what exists there currently.

The City Attorney asked if there was anybody in the public that wanted to speak on the application. There was no one from the public that wanted to speak.

The City Attorney said it goes back to the Board for consideration and approval of the application. That can be made by motion.

Commissioner Brooks motioned to approve the Redevelopment Planning Application RDV 2023-01. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

H. 2COP Alcoholic Beverage License Application #2023-04, Liliths Sugar Shack LLC – Public Hearing

City Attorney Tom Trask said the item was a quasi-judicial hearing. He read the summary of the application:

> Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-04 is requesting authorization from the Board of Commissioners for the approval of a 2COP Alcoholic Beverage License with the intent to sell beer and wine for consumption on premises. It is Liliths Sugar Shack at 121 129th Avenue E, Madeira Beach, Florida 33708. This establishment is in the C-1, Tourist Commercial Zoning District, and in the Commercial General Future Land Use. As required in Section 110-539, the Notice of Public Hearing was properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property.

The City Attorney said the standards to be applied in the review are set forth in Section 110-97, which City staff will go over. The burden of proof in the case is the greater weight of the evidence set forth in Section 2-10 of the Code. The parties in the case are the applicant, Liliths Sugar Shack, LLC, and the City. There are no notices of intent to be an affected party that has been received by the City. The order of the presentation would be the applicant first and then the City.

The City Attorney read the quasi-judicial hearing procedures. He asked the Commissioners if there had been any ex-parte communications between the applicant and any of the Commissioners, and there were none. The City Attorney asked the Commissioners he there were any conflicts of interest that needed to be disclosed, and there were none.

The City Attorney swore in the witnesses and Dustin Griffin, the manager of Liliths Sugar Shack, LLC., on behalf of the applicant, who was not present.

<u>Applicant Presentation</u>

Dustin Griffin, manager of Liliths Sugar Shack, LLC., said the location is in John's Pass and was formerly the Sandbar, which had a 2COP License selling ice cream, beer, wine, and adult and

children floats. They are establishing a similar business there, selling ice cream, coffee, smoothies, and hopefully beer and wine. They have not opened officially but hope to in the next couple of weeks. The building is being cleaned up and ready to go, so they hoped to get approval.

The City Attorney asked the Board if they had any questions for the applicant. There were none.

City Staff Presentation

Long Range Planner Andrew Morris read the City staff report in the agenda packet:

Background

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-04 is requesting authorization from the Board of Commissioners for the approval of a 2COP Alcoholic Beverage License with the intent to sell beer and wine for consumption on premises at Liliths Sugar Shack at 121 129th Avenue E, Madeira Beach, Florida 33708. This establishment is in the C-1, Tourist Commercial Zoning District, and in the Commercial General Future Land Use. As required in Section 110-539, the Notice of Public Hearing was properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property.

Mr. Morris said the packet had a picture of the notice and where it was posted, and the mailing list.

Discussion

When considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
Liliths Sugar Shack is in the C-1, Tourist Commercial Zoning District. This zoning district's purpose is to recognize the unique commercial, marine, tourist, and historic value of John's Pass Village. A cafe that sells beer and wine is an allowed use in the C-1 Zoning District and fits the character of the existing neighborhood. The previous tenant at this location had a 2COP Alcoholic Beverage License. The proposed alcoholic beverage license use is compatible with the Zoning District and would not adversely affect the character of the existing neighborhood.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
The Madeira Beach Code of Ordinances, *Section 110-954. Special parking areas* reduces the parking requirements by 50% for properties within the C-1 Tourist Commercial, Zoning District. The applicant listed three parking spaces and a multi-stall bike rack on the application. Bike racks are equal to three parking credits, this makes the parking spaces count a total of six spaces. The location would serve

customers via a walkup window and have seating on property. The proposed alcohol beverage license use will not create congestion or present a safety hazard.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. Liliths Sugar Shack is in the C-1 Tourist Commercial, Zoning District, which is a commercial focused district that has a mix of businesses for both residents and visitors. Other nearby businesses sell alcohol within this Zoning District. This location was previously approved for an alcoholic beverage license. The proposed alcohol beverage license use would be compatible with the location.

(4) Whether or not the proposed use will adversely affect the public safety.
The proposed alcoholic beverage license use would not adversely affect public safety. This location previously had an approved alcoholic beverage license. The proposed alcoholic beverage license would be the same type of alcoholic beverage license as what was previously approved. The proposed alcoholic beverage license use would be a similar level of use to what was previously approved.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.
The applicant has no outstanding fines, or penalties owed to the City under any section of the Code.

Recommendation(s)
Staff recommended approval of 2COP Alcoholic Beverage License Application # 2023-04 with stated intent to sell beer and wine for consumption on premises at Liliths Sugar Shack with the following conditions:

1. Alcohol must be consumed on property.
2. Any alterations of the building require a building permit.

Attachments:

- Application
- Public Notice Mailing and Posting
- Survey from Previous Application for ABP 2023-04 Memorandum

The City Attorney asked Mr. Morris if he wanted to enter his staff report into evidence, and he said yes.

The City Attorney asked if there were any questions from the Board.

Vice Mayor Kerr said John's Pass Village is not a wet zone. They must make sure they have the staff conditions placed into any motion. He did not see any seating on the package. The City Attorney said that would have to be addressed when they do their building permit if they are going to make changes to it. If not, it would be addressed by way of the approval of this application. The Vice Mayor said he wanted to make sure the applicant realized the package good is not what it is all about. The City Attorney said that was a good point to make.

The City Attorney asked if there was anyone from the public that wished to address the application. There were none.

The City Attorney said it is back to the Board for approval by motion. As the Vice Mayor had stated, it will be important when making the motion to include the two conditions that were referenced in the staff recommendation.

Vice Mayor Kerr motioned to approve the 2COP Alcoholic Beverage License Application ABP #2023-04 with the following conditions as staff provided:

1. Alcohol must be consumed on property.
2. Any alterations of the building require a building permit.

Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

10. UNFINISHED BUSINESS

A. Resolution 2023-04, Emergency Operations Plan 2023-25

City Attorney Tom Trask read Resolution 2023-04 by title only:

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED MAY 10, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager said the item is an update to the Emergency Operations Plan. It is reviewed every year prior to the start of hurricane season. There are no significant changes other than to the contact information.

The Mayor opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve Resolution 2023-04, Emergency Operations Plan 2023 through 2025. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

B. Resolution 2023-05, BOC Policy Handbook

City Attorney Tom Trask read Resolution 2023-05 by title only:

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2022-05; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened to public comment. There were no public comments.

Mayor Rostek said the only change to the book is the public comment time limit was changed from three minutes to five minutes, and there can be an open exchange of information. Usually, the mayor will talk back and forth, and if they do not have the answers, they will get that for them.

Vice Mayor Kerr said they also added language about completing a comment card on the front page of the agenda packet. The Mayor said that is how they will contact them by completing a public comment card with an email address or phone number so there is an open line of communication back and forth, so things do not drop into a black hole. They do not want that because it makes everybody unhappy.

Vice Mayor Kerr motioned to approve Resolution 2023-05, BOC Policy Handbook. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

C. Special Magistrate Lien at 14033 E. Parsley Drive, Madeira Beach, Case No. 2021.1296 (Murray)

The City Attorney said there is a memorandum from him in the packet dated March 28, 2023, asking the Board to accept a $5,000 settlement offer from the property owner of 14033 E. Parsley Drive in Madeira Beach. He said that on October 28, 2022, the Special Magistrate found the subject property in violation of Section 14-70 (General Maintenance) of the city code, and an Order Imposing Fine was executed by the Special Magistrate, which imposed a fine for $250.00 per day (plus interest) for this lien against the owner. The property was thereafter brought into compliance, by demolition, on March 5, 2023. Recently Ms. Giles contacted me by e-mail and made a settlement offer on the seller's behalf for $5,000.00 in exchange for a release of the Special Magistrate lien. The violation resulted in fines of $25,500.00 plus interest and recording costs for a total amount due the City, as of March 31, 2023, in the amount of $25,641.77. He was asking the Board to accept the $5,000 settlement offer to release the lien.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Brooks said they discussed it at the workshop meeting, and all agreed it was a fair settlement.

Commissioner Brooks motioned to approve the Special Magistrate Lien at 14033 E. Parsley Drive, Madeira Beach, Case No. 2021.1296 (Murray) for $5,000. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

11. CONTRACTS/AGREEMENTS

There were no items listed under Contracts and Agreements.

12. NEW BUSINESS

A. Resolution 2023-06, Nominating Redington Beach Mayor David Will as the City's Representative to Forward Pinellas

City Attorney Tom Trask read Resolution 2023-06 by title only:

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, NOMINATING REDINGTON BEACH MAYOR DAVID WILL AS THE CITY'S REPRESENTATIVE TO FORWARD PINELLAS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr said he sat through many Big-C meetings, and Mayor Will is a great choice.

Vice Mayor Kerr motioned to approve Resolution 2023-06, Nominating Redington Beach Mayor David Will as the City's Representative to Forward Pinellas. Commissioner Brooks seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

B. Appointment to Civil Service Commission

The City Manager said there is one applicant for appointment to the Civil Service Commission, Mr. Jerry Cantrell.

Jerry Cantrell, applicant, said he knows that the Civil Service Commission is a lot of human resource decisions looking at things to do with employees and working with the City Manager, and getting information back to the Board. In that capacity, he has over 20 years of experience working in administrative level positions to where he had to involve human resources and, at times, legal advice to handle different employee-type situations. He feels he can work very well at doing that and asks that the Board accept his application.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Brooks said when reviewing the application, she noticed that he indicated yes and not that he would be available for daytime meetings. Mr. Cantrell said that was correct.

Commissioner Brooks said the reason for her asking is that he would be a fantastic volunteer for the position and that most meetings are held during the day, some mornings. They do not meet that often, but when they have a meeting, it is important to attend. She did not want there to be a conflict. Mr. Cantrell said it would not be a conflict. It is easier in the summer and holidays, but for vacations, it is possible for him to request personal time.

Commissioner Brooks motioned to approve the appointment of Jerry Cantrell to the Civil Service Commission. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

C. Appointment to Gulf Beaches Public Library Board – Alternate Member

This item was moved to after the Consent Agenda earlier in the meeting.

D. Appointing a Commission Representative to the Tampa Bay Regional Planning Council (TBRPC)

Community Development Director Jenny Rowan said the Tampa Bay Regional Planning Council (TBRPC) is an association of local governments and gubernatorial representatives that coordinate Regional Planning in the Tampa Bay Metro Area. The City of Madeira Beach is a member government of the Tampa Bay Regional Planning Council (TBRPC). The Council's Bylaws require an elected City Commissioner to serve as a member of the Council. The Madeira Beach Board of Commissioners will need to appoint a Commission Representative. The Commissioner that is appointed will need to attend Council Meetings. Attached to the memo is the schedule for upcoming TBRPC Council meetings. In the packet is a schedule of their upcoming council meetings. The next meetings are on June 12, 2023, August 14, 2023, October 9, 2023, and December 11, 2023. The City pays annual dues of $2,000, and is paid through September 2023.

Vice Mayor Kerr said he would like to nominate Commissioner Brooks to serve as the Board's representative on the Tampa Bay Regional Planning Council. Commissioner Brooks accepted the nomination.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve the appointment of Commissioner Brooks to serve as the Board's representative on the Tampa Bay Regional Planning Council. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

13. STAFF REPORTS

There were no staff reports.

14. AGENDA SETTING

A. Pinellas County Insurance Advocate Presentation
B. Gulf Beaches Public Library Board discussion including Interlocal Agreement with Pinellas County
C. Engineering of Record Extension
D. Densities and Intensities consistent with Forward Pinellas
E. Land Development Regulations /City Master Plan
F. Campaign Signs (yard)
G. City Manager's Monthly Report – April 2023

The City Manager commented:

- For Item B, they will also bring the Library Board's budget for the next fiscal year.
- For Item C, they have one year left for the engineer of record. They are proceeding with the RFQ, but to keep project continuity, they need to approve it. Then when they receive the RFQs, they can make the change.

Items added to the workshop agenda:

- Mayor Rostek – Kitty Stuart Park.

Items added to future workshop agenda:

- Vice Mayor Kerr - sprinklers on the common area on Lillian in teardrop park.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

Commissioner Brooks commented on a recent complaint they received regarding an election complaint.

B. City Attorney

No report.

C. City Manager

No report.

D. City Clerk

No report.

16. ADJOURNMENT

Mayor Rostek adjourned the meeting at 7:34 p.m.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

MINUTES

BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING
MAY 24, 2023
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on May 24, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT:	James "Jim" Rostek, Mayor Ray Kerr, Vice Mayor/Commissioner District 2 Eddie McGeehen, Commissioner District 3 Anne-Marie Brooks, Commissioner District 4
MEMBERS ABSENT:	David Tagliarini, Commissioner District 1
CITY STAFF PRESENT:	Robin Gomez, City Manager Clara VanBlargan, City Clerk Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 4:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. Commissioner Tagliarini was absent.

3. PUBLIC COMMENT

There were no public comments.

4. TOPICS FOR DISCUSSION

ICMA vs. Florida Retirement System (FRS)

City Manager Robin Gomez said the item had been moved from the April 26, 2023 Budget Workshop Meeting for discussion. They are looking to switch the employees' retirement benefit plan from ICMA, a 401(k)-type plan to the Florida Retirement System (FRS). The document put on the dais before the meeting shows the associated costs and how it would look going forward.

The City Manager reviewed the document distributed:

From: Karen Paulson, Payroll/Financial Coordinator – Updated 5/19/2023

Cost to Buy Back FRS

Based on the percentages provided below from FRS (including the 6.5% interest), buying back eight (8) years (going back to Oct. 2015) for current full-time employees is $221,557.03 more than the City has contributed through ICMA.

How will the payments be made?

Suppose the agency does not wish to pay the entire cost immediately. In that case, a 10% down payment is required, and the balance must be paid in yearly installments amortized over a period determined by the following formula:

The average age of the employees of the municipality, independent special district, metropolitan planning organization, public charter school, or public charter technical career center joining the system is subtracted from the normal retirement age for a Regular Class member of the Florida Retirement System as defined in Section 121.021(29), F.S. The difference shall be the maximum number of years, not to exceed 15 years, over which the payments may be amortized.

Requirements to join

From the date of rejoining FRS, all employees (full and part-time) enrollment in FRS is compulsory. It does not include seasonal employees. Employees would begin contributing 3% to their retirement, and the City would contribute 11.91% to the General FRS pension. (This contribution rate changes annually on July 1)

What is the current Employer contribution to General FRS? (This will change on 7/1/2023)

11.91% and changes annually on July 1

How many full-time employees are eligible for the buy-back?

44

How many part-time employees are eligible to join?

10

Are employees allowed to join FRS or stay with ICMA?

Yes, but only current employees. Any new employee must enroll in FRS. Anyone willing to remain with ICMA (now MissionSquare) must sign an election ballot indicating their chosen plan.

What are the vesting schedules?

- FRS = 100% after eight (8) years of service.
- MissionSquare (formerly ICMA) = 25% vested after two (2) years, 50% vested after three (3) years, 75% vested after four (4) years, and 100% vested after five (5) years of service.

For consideration if not switching to FRS - Increase the regular employer contribution to ICMA to match the regular employer contribution for those that were grandfathered into FRS.

- Regular Employees in ICMA is 9%
- Regular Employees grandfathered in FRS is 11.91% (rate changes on 7/1/2023, may be higher or lower, history has been trending higher each year)
- Firefighters in FRS is 27.83% (rate changes on 7/1/2023, may be higher or lower, history has been trending higher each year)

The City Manager responded to questions and comments from the Board:

- The cost would be about $221,000 to switch the plan and buy back eight years for full-time employees. It can be financed and paid overtime or included in the FY 2024 budget to pay at once. To finance the plan, the interest rate would be 6.5%, about $14,000.
- The majority of employees want to switch to the FRS.
- The City would be contributing 97% and the City employees 3%.
- Unless there is a significant issue with the FRS, which he does not see happening, the 3% contributions would be gained over time. They would be guaranteed a higher rate than the current plan because of just market conditions over time.
- With the 401 (k) plan, there is a much bigger loss than seen in a pension type system.
- New employees after a certain date would not have the option to be in FRS, so over time, everyone would be in FRS.
- They would be more similar to other cities in offering the benefit of making the switch because it is a pension plan and could attract more people to want to work for the City.

Mayor Rostek said if they agreed to the switch, they would have the expense for the buyback, but what concerns him more is that they would not have the dependent and family health care coverage, which is paramount to keep their good employees. That would be another cost to talk about in the budget. The City Manager said it would not be as much as the $221,000. That would be another benefit that would help with the hiring.

Vice Mayor Kerr asked if the $221,000 was a one-time cost to get back into the program and if it would increase the annual cost to the FRS versus the ICMA. The City Manager said it was a one-time cost, and based on what they know now, it is about the same. There is an employee contribution that would potentially lower the employer contribution.

Vice Mayor Kerr said that employees with a pension through the FRS are guaranteed a certain monthly income based on their income level in the previous three years with cost-of-living adjustments versus the 401 (k) plan. The ICMA is based on how much is saved in their bucket. The City Manager said it was also based on the plan chosen in ICMA and its performance. With FRS, employees would get a monthly check after retiring. He does not think FRS offers employees to get all their money upfront upon retirement like they would with the 401 (k) plan.

Vice Mayor Kerr said the FRS would be more beneficial if he were a long-term employee. It would not be a hard sell across the board. He could see the $221,000 as an investment to the City and a great employee benefit. They also have to look at the other costs like dependent and family health care costs.

Mayor Rostek said with his quick calculations it would be about $5,035 per person to buy back. They must remember their employees are the most asset. Other things could be cut from the budget, but they must protect their employees. As the Mayor, he is for it.

Commissioner Brooks said she was for it and that if a majority of the current employees want it, it is definitely a long-term better plan. They are not hiring people to stay five years; they want them to stay and make Madeira Beach their home and the job they want to come to every day. It is an added benefit. They will figure out how to pay for the switch to FRS and the health care benefits.

Commissioner McGeehen said it was a great option, especially if a majority of current employees said they were willing to change.

The City Manager said he would incorporate it into the operating budget and bring it back at the next budget workshop meeting.

Mayor Rostek opened to public comment.

Jerry Cantrell, 13322 1st Street East, said he was a member of FRS. There is a deferred retirement option plan that has not been mentioned. The employee could get an extension to continue working an additional five years after retirement. They continue to make a salary, and the state accrues the payments over those five years. It allows people to make extra money.

Mayor Rostek asked the City Manager if he knew that. The City Manager said he would have to research because there have been changes over the years. It does not apply to every position but mainly for first responders and teachers rather than city and county administrative employees. The employees would be eligible for whatever FRS offers. There are other options available, and that is one of them.

A. FY 2024 Budget – May '23 Workshop Deliverable

The City Manager said they included all the information from the prior meeting. He reviewed the following and explained each capital item proposed for FY 2024. He and staff responded to questions and comments by the Board.

FY 2024 Capital Improvement Plan (p. 54 of the agenda packet and p. 52 of the document).

- **Archibald**

Vice Mayor Kerr said that at the last meeting regarding the pocket parks, there was a question on whether they could actually do the work. The City Manager said they can if it is available to the public, and they do not impede or remove anything currently available. For example, the 133rd Avenue park completed several years ago. If you compare that today to the others, it has paved parking, a walkway, and enhanced landscaping features. It did not change the usage or the character. There are still available parking spaces and areas available to the public with walkways, whereas before, it was all grass. Now it is grass with a paved walkway.

Vice Mayor Kerr asked about the restrictions on parking and if there were more discussions on the one the resident is using as an entry. The City Manager said they would provide an entry and exit for that resident, and it will improve the park.

The City Attorney explained why he sent an email after the last meeting about it. They must keep in mind that in everything they do, there is access to both the water and the properties on each side. That can be accomplished. They just must be careful not to, for example, cut it off and put bollards across it so there would be no access whatsoever.

Vice Mayor Kerr asked if that was what they did to the one on 133rd years ago. The City Manager said they could still walk to the water. Vice Mayor Kerr said they could still walk but not drive because of the bollards. The City Attorney said they must make sure they do not do that for the next set of parks. As far as taking those out, he would not suggest they make any changes there. If there are public outcries to remove them, that could be a possible avenue to fix that. Whatever the improvements are, they must keep in the back of their mind that it is a street and will always be a street.

Commissioner Brooks said what they are doing today is making the funding available. They can then hash out later what to do. The City Manager said they could proceed or not proceed with it. It is just for the availability of the funding to potentially proceed.

Vice Mayor Kerr asked how many trucks they had and the requirement for a new truck. Public Works Director Megan Wepfer said she has two staff people and one truck. The new one provides the other with a vehicle, so they are not always together. They can get more accomplished if both have a vehicle.

- **Building**

Mayor Rostek asked if they had just purchased the boat and would be replacing the motor. Building Official Frank DeSantis said they bought a 2008 boat with multiple hours because no new one was available. Marina Manager Brian Crabtree said the boat is in good shape with 400 hours on it. If they can buy something new or more efficient with a warranty, it will save them in the long run.

Mayor Rostek asked how many hours they expected to put on the boat a year. Building Official DeSantis said he had no idea. Code Compliance and Public Works would use it. The Mayor asked if the boat could also be used as a backup to the Fire Department and was told yes. Building Official DeSantis said the boat will be accessible for any department.

Commissioner Brooks asked if the funds would come from the Building Fund or the General Fund. The City Manager said the Building Fund.

- **City Manager -the Military Honor Court**
- **Fire/EMS**

Commissioner McGeehen asked if they replaced the 2014 Polaris Ranger, would they still be keeping it for the Fire Department. Executive Administrative Assistant to the Fire Chief said she did not see a need for it in the Fire Department, but it could be handed down to another department that might need it.

Mayor Rostek asked if the quick response vehicle they will purchase would be used to run the medical calls versus running the million-dollar ladder truck up and down the road to save them wear and tear. The City Manager said he was sure they could. They could equip it to respond to medical; about 87% of the calls are medical related.

Mayor Rostek asked if there were any thought processes for applying for a SAFER grant for any staffing. The City Manager said that was discussed with the Fire Chief and will be coming back to the Board to explain how that might work. It would not be just for staffing but also equipment.

- **John's Pass Village**

Director Wepfer said the mill and resurfacing project will be moved to 2025 so they could participate in a joint participation grant with Pinellas County to save money.

- **Marina**

Mayor Rostek asked about the enclosed old boat ramp item for 2025. Mr. Crabtree said they closed down the old boat ramp when they built the new one. The land is not being used as a ramp. They are not allowed by the grant accepted for the new boat ramp. They would make that into a washdown area and add more vehicle parking where the current washdown area is.

Vice Mayor Kerr asked Finance Director Andrew Laflin if he could make a line above each subtotal. Without it, it is hard to determine each line item. It looks like a line item and not a subtotal.

Mr. Crabtree explained there was a definite need for boat slips in the area and explained what they needed to do to get more points to get grants. Commissioner Brooks said they needed more boat docks.

- **Parking Management**

- **Public Works**

- **Recreation**

Mayor Rostek said the initial number for the improvements to the dog park was $200,000. The City Manager said they budgeted $300,000 for the current year for a dog park. The estimate for the current year was without the fixtures. That came about at the public meetings held to include whether they keep it as grass or convert it into synthetic turf, add shade, and expand the footprint of the dog park. It will be discussed in more detail later in the next meeting tonight.

- **Sanitation**

- **Stormwater**

Commissioner McGeehen asked about the process for replacing the two 2016 Chevy Silverados. Director Wepfer explained they purchase off the annual Florida Sherriffs Association bid.

Commissioner Brooks asked for the grant amount for the generator. Director Wepfer said they applied for a grant for about $100,000 or $125,000. It is at least a 50% match.

Director Wepfer explained how they apply for grants for the Area road projects. They will apply for state appropriations and look for grant funding for future projects.

Vice Mayor Kerr said they need to look at underground utilities in the residential areas at some point. They need a plan for that. The City Manager said that is where they look for state and federal funding. Director Wepfer said it is included in the Areas, so when they have them planned, she already started talking to Pinellas County and Duke Energy, especially with those areas coming up soon to start the planning projects. Area 6 is already with Duke Energy. She is waiting for their cost and to give her their fee for starting the binding cost estimate. It is not specifically listed, but it is included in those Areas.

Commissioner McGeehen said when they had a storm a couple of weeks ago, 145th was under water and 144th was not. He asked how they pick the areas or zones that will be worked on first and last. Director Wepfer said the watershed management plan they will be getting would have the stormwater master plan included. That helps to pick the next area. An emergency is something unexpected and unplanned, such as a collapsed storm drain or collapsed inlet. They keep funding in there just in case they should have an emergency.

The City Manager welcomed feedback from the Board on any changes, additions, or subtractions they would like made now or at another budget workshop.

Vice Mayor Kerr asked if the calculations had been done assuming they got the grants or how they would pay for it. What would be the plan to do it if they were incurring debt? Do they take the steps now or later? $23,000,000 is a lot of money. The City Manager said they funded for the year they will be spending it, so it will be from incoming revenues. Some had been deferred from the current year, and a majority have been funded. Once the budget is compiled, the Board will see that. They have ARPA funds and grants they have received or grants plus state appropriations. That comprises several million dollars of it.

Vice Mayor Kerr said he understands it is not a true $23,000,000. He wanted a feel of where they are to know if they could afford to do it all in 2024.

Mr. Laflin said they have a variety of funding sources from grant revenue that specifically funds it. They have dedicated parking revenue for the parking garage. In stormwater they have unspent debt proceeds from the 2019 issuance they have not spent down. They have accumulated fund balance over the years because the capital expenditures have not been very high over the last few

years. Page 4 of 56 shows the fund balance in the General Fund as of September 30, 2022. They did some comparative analysis of other cities. The fund balance is healthy. They are 218% of the fund balance compared to total personnel and operating. He is not advocating they whittle the fund balance down. A lot of the projects do not relate to the General Fund. The $23,000,000 is the initial need they are proposing. Some projects will probably be deferred.

Mayor Rostek said it is just the capital improvement plan. It does not include the personnel services and FRS, which must be added above that. They do not know the final numbers yet. Keep in mind that he still wanted them to run the numbers. They have $23,000,000 in the bank, and to keep the millage rate the same, they could decide what to cut to do that and what to cut to bring it down to 2.50, 2.25, and 2.0 mills. He wants to see the numbers run to see if doable because the citizens deserve a tax decrease. They have to watch what they do so the residents do not have the perception they are spending frivolously. He is not saying they are, but they cannot have that perception either.

Commissioner Brooks said the idea is to present a balanced budget to the Board. It would not be a good idea to decrease the millage rate with outstanding debt considering the state of their country and economy. It would be a poor decision for the Board to do that. The discussions and presentations they are having show them what they need to do. To push things out to another year will happen. When it comes time to vote, it will all come together. She added that she was excited they will be getting a dog park; she received a lot of feedback on it and is excited to have those discussions.

Vice Mayor Kerr thanked Mr. Laflin for doing the year-to-date shown on p. 6 of 56, Summary of Funds by Revenues Expenses. He gets a lot out of it. However, on many of them, there are extreme differences in the numbers from one to the other, and typically, it has something to do with capital improvement or something that is not apparent. He has been on the Board for a year and still asking the same questions because he cannot keep it all in his mind. They talk about it frequently. It would be great to have footnotes on that page on any extreme items that would be an impact. A summary report such as that would be justified and would keep the questions to a minimum. Mr. Laflin said they could do that.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 5:25 p.m.

_____

James “Jim” Rostek, Mayor

ATTEST:

_____

Clara VanBlargan, MMC, MSM, City Clerk

MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
MAY 24, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on May 24, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

Christina Auton, 544 Johns Pass Avenue, said a neighbor complained about a code violation of a permanent tiki hut built in her backyard. Many residents along the waterfront cannot adhere to the 30-foot setback requirement in the Code, which would not allow them to have permanent shade. She asked the Board to explore the idea of allowing permanent outdoor structures as their own category of shade and remove them from the accessory structure category. Vice Mayor Kerr suggested it be brought to the Planning Commission for deliberation. Mayor Rostek agreed.

Peter (? last name), 182 148th Avenue East, said the Building Department process was painful when he tried to make upgrades to his home. He pointed out what he thought were some systemic issues over the years. He suggested having some metrics and showing value.

Tammy Vasquez, Owner of Seminole Bark Life, said she had done a lot of sponsorships with the City and would love to be a main sponsor for the dog park. She offered to help and to answer any questions.

4. DISCUSSION ITEMS

A. Pinellas County Insurance Advocate Presentation

Kimberly Harr, a Pinellas County Flood Advocate, gave a presentation on Risk Rating 2.0, citizens' new flood requirements, and what to do if private flood insurance was not renewed. She responded to questions and comments from the Board and the audience.

B. Gulf Beaches Public Library FY 24 Budget

The item was moved from 4.F. on the agenda.

Helen Price, Vice Chairperson of the Gulf Beaches Public Library, presented the FY 2024 budget to the Board. She explained the increases and responded to questions and comments from the Board. She asked the Board to approve the budget as presented.

Mayor Rostek opened to public comment. There were no public comments.

C. The City of Madeira Beach Master Plan and Land Development Regulations

The item was moved from 4.J. on the agenda.

Jerry Murphy, University of Florida, gave a PowerPoint presentation that would help the Board decide how to proceed with the Master Plan. He responded to questions and comments from the Board.

Vice Mayor Kerr said he was pushing for design standards, specifically for John's Pass Village. They needed a plan that everyone would agree to. Mr. Murphy suggested starting off with the Duany Plan and opening it to the community.

Commissioner Brooks thought the Commission should read and study the Duany Plan. They needed to look at what the growth of the City would look like.

The consensus of the Board was to use the Duany Plan as a starting point and have Staff and Mr. Murphy put something together to bring back to the Board.

Mayor Rostek opened to public comment.

Peter (? last name), 182 148th Avenue East, said he thought the community felt a strong sense of betrayal and cautioned the Board on how they present it to the community. They needed to develop a vision and sell the vision.

Chuck Dillon, 529 Lillian Drive, said the key was to get the word out to the people. It would be good to get comments on the Duany Plan as people read it.

Tammy Vasquez, Treasure Island resident, said the improvements to Madeira Beach in the last three to five years have been very good.

D. Discuss Resolution to FL Attorney General on Finance Director/City Treasurer Election Voting Results

The City Manager said he was looking for direction from the Commission on whether or not to direct the City Attorney to draft a resolution in order to get an opinion from the Attorney General.

Commissioner Brooks asked if the City considered offering Andrew Laflin a position with the City. The City Manager said yes, and it would be brought back to the Board for approval if that is how they want to proceed. Commissioner Brooks said she would like to proceed with it.

Commissioner Tagliarini agreed with Commissioner Brooks.

Vice Mayor Kerr asked how it would benefit the City and the residents. He said the City Attorney had said they were within their rights to contract the position. He thought they had the best situation. Commissioner Brooks agreed that hiring Mr. Laflin part-time would cost the City more money than what they were paying. There are three full-time staff members in the Finance Department that work for the City that Mr. Laflin oversees. Commissioner Brooks said if they would write the letter to the Attorney General, they should put a timeline on the process. Vice Mayor Kerr agreed and thought it would be their due diligence to ask for a second opinion.

Commissioner McGeehen said they needed to come to a happy medium and wanted to move forward after a couple of workshops.

Mayor Rostek opened to public comment.

Jerry Cantrell, 13322 1st Street East, read the Charter Amendment and said the vote was a clear margin.

John Connolly, 600 Normandy Road, agreed with what the Board said, but they were missing a factor. What would Mr. Laflin perceive his cost to be if hired as a City employee? The City Manager said it would be included in an appointment letter. Mr. Connolly said it would be helpful for the citizens to know what the cost difference would be.

Chuck Dillon, 529 Lillian Drive, said 10% of the population voted for it, but did they really know the facts?

The Mayor asked the City Manager to come up with a fee structure for a new part-time employee and factor in the software cost so they could do a comparative analysis. The City Manager said the software was separate. The annual estimated salary for a full-time employee with benefits would be $150,000 to $160,000.

Vice Mayor Kerr asked how it was any different than the City Attorney, who is a Charter Officer and contracted.

The consensus of the Board was to have the City Attorney draw up a resolution and bring it back to the Commission for approval at the June 14, 2023, Regular Meeting.

E. City Dog Park Improvement Discussion

Recreation Director Jay Hatch said they worked with Leroy Chin of Transystems to compile drawings and estimates for improvements to the dog park. He reviewed the drawings, features, and cost estimates. It would have multiple uses and generate money. There would be a sponsorship program, and they would continue to seek grants. He asked the Board for direction to move forward with the bidding process. He responded to questions and comments from the Board.

Vice Mayor Kerr said it was an investment to the City. He asked if there were grants available. Director Hatch said there were grants for shading and dog park-friendly grants.

Commissioner Tagliarini said he supported moving forward with a request for bids. Commissioners Brooks and McGeehen agreed.

The Mayor said the costs would have to be cut in half for him to support it.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, said some of the numbers do not add up, and he cannot see throwing away almost a million dollars for a dog park. You need to be wise in how you ask for the request for bids.

Jeff Beggins, 429 Boca Ciega Drive, said it is about the community, the assets for the community, and the values it brings to the homes. He did not want them to get caught up on how much money it would cost and make it the best they could.

Pam Rasmussen, 567 Normandy Road, said she is the Vice President and Treasurer of Friends of Park and Rec, and they raised $5,970.57 for the dog park. The park needs to be improved.

Mike Vasquez, Treasure Island, said tourists come to Madeira Beach and bring their dogs because of the wholesome family atmosphere. By improving the dog park, it would add value to the community. It would be a place where people could talk about what goes on in the community and could increase community involvement.

F. R.O.C. Park – Reflection Pond Repair and Upgrade – RFP

Director Hatch said they had one response from the RFP, who provided a two-tier quote. Quote one was $49,075 to address leaks and cosmetic repairs. Quote two was $27,055 for potential pool

equipment replacement. The total quote with a 10% contingency came to approximately $83,743. Staff recommended moving forward. He responded to questions and comments from the Board.

Mayor Rostek opened to public comment. There were no public comments.

G. Tom and Kitty Stuart Park

The City Manager said the item was to discuss resident concerns. Parking was increased, the pavilion and palm trees were removed, and there was development just to the north of the park. He asked the Board for direction going forward.

The Mayor asked if it was legal for the City to enter into a Land Development Agreement of city property with a private entity. The City Attorney said the development agreement did not give the developer any special benefit. The City received an additional five feet of easement from the developer to allow for additional parking.

The City Attorney read State Statute in Chapter 95, which states after 30 years, individuals do not have the ability to challenge what the City does with the property.

The Mayor said the residents were upset about the increase in parking, and they want their park back. The City Manager said they could look at enhancing the landscape and making the bathroom trailer look nicer.

Commissioner Tagliarini said his opinion was to make aesthetic improvements. Commissioner Brooks thought they could come up with ideas to make it look nicer.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, said the problem was the removal of the palm trees. He said the air conditioner in the bathroom has not worked in three or four months. Public Works Director Megan Wepfer said the air conditioner was replaced last year, but sand is continuously getting in the condenser. She is trying to find a solution.

The City Manager said the expenses would come out of the parking fund.

Pam Rasmussen, 567 Normandy Road, said she did not know why people were complaining because it was a scary park at times, and now there are more parking spaces. She suggested putting a vinyl wrap on the trailer.

Marcus Winters, Owner of Caddy's, said it took a lot of work, thought, and two years to put Caddy's together. He was told what to build in Tom and Kitty Stuart Park. Caddy's paid $748,000 toward Tom and Kitty Stuart Park, gave up five feet of their property, provided all utilities and sewer for the bathroom trailer, and paid $20,000 towards the trailer. He wanted to put palm trees in the park but was not allowed to. The DEP and DOT did not want palm trees there.

Jeff Beggins, 429 Boca Ciega Drive, said creating a nice walking path on the south side would solve a lot of the problems because a lot of people walk there and use it as a beach access. He thought the City did a great job negotiating the development agreement to get more parking spaces which brings more revenue into the City.

John Connolly, 600 Normandy Road, said the building on the south side of the hedges would be demolished and replaced with condos. He suggested negotiating with the developer to put a nature strip there.

H. RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements

Public Works Director Megan Wepfer explained the RFP included Gulf Lane, the beach access from 135th Ave. to 130th Ave., John's Pass Park, and a section in the Boca Ciega neighborhood. Three bids were received. She explained the cost breakdown on the Bid Tabulation sheet. Keystone Enterprises came in with the lowest bid at $2,188,903.50, which would cover all the areas but not Option A, which would give an additional option for a different size rock to be put in the asphalt if necessary. She responded to questions and comments from the Board.

It would be brought back before the Board at the June 14th Regular Meeting for approval. The plan would be to start the project in mid to late July, but they could not start until the undergrounding was complete.

Mayor Rostek opened to public comment.

An unidentified audience member asked if any of the work could be done at night. Director Wepfer said no.

Chuck Dillon, 529 Lillian Drive, asked if the project would be phased so they do not lose a lot of parking while areas are blocked off. Director Wepfer said they would put out a schedule.

I. Professional Services Contract RFQ #20-03 First Amendment

Director Wepfer said the item was the RFQ for engineering services sent out in 2020. The reason for extending the three firms was because they have ongoing projects with them. Once the RFP for engineering services goes out, they would bring everyone under the same contract. The bid will be reviewed with Planning and Zoning next week.

Mayor Rostek opened to public comment. There were no public comments.

J. Density and Intensity Consistency with Forward Pinellas

Community Development Director Jenny Rowan gave a presentation on the inconsistencies between the Forward Pinellas Countywide Plan and the Madeira Beach Comprehensive Plan and Land Development Regulations. The City needs to be consistent with Forward Pinellas. They could be more restrictive but not less restrictive.

Director Rowan said they would bring the presentation to the Planning Commission on June 5, 2023. There will be a Public Workshop on June 17th at 10:00 a.m. The input from both meetings would be brought back to the Board at a workshop in July or August. The recommendation from Forward Pinellas would be brought to the Planning Commission for their recommendation and then to the Board for 1st Reading and Public Hearing. It would go back to the Board for 2nd Reading and Public Hearing after the comments from the DEO were received.

Director Rowan and Linda Fisher, a representative from Forward Pinellas, responded to questions and comments from the Board.

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, said he was confused and asked for clarification on the Madeira Beach Future Land Use Map Category. Director Rowan explained the differences and what needed to be adjusted. Ms. Fisher explained they allow a certain amount of density intensity in temporary lodging density by right. If they wanted to go a certain amount above that, they would need to do additional planning steps.

Vice Mayor Kerr asked if the City could still put a cap on the development agreement. Director Rowan said yes.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 9:17 p.m.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

Memorandum

Meeting Details: June 14, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Professional Services Contract RFQ #20-03 First Amendment

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Background

The City of Madeira Beach released a Request for Qualification on February 12, 2020, for Engineering, Mapping & Architectural Services and received 37 statements of qualifications for all 7 disciplines advertised.

The 7 disciplines advertised were:

1. Stormwater/Transportation
2. Survey/Subsurface Utilities Engineering (SUE)
3. Architecture/Landscape Architecture
4. Mapping/GIS/Asset Management
5. Environmental Engineering
6. Structural Engineering
7. Geotechnical Engineering

Currently the Public Works Department has 5 ongoing projects with 3 Firms from RFQ #20-03 and would like to exercise the first amendment to their original contract.

Stormwater/Transportation

- i Applied Sciences
  - i. 3rd Party Review of the Watershed Management Plan
- ii Advanced Engineering & Design
  - i. NPDES Annual Permit
  - ii. Watershed Management Plan
  - iii. Johns Pass Parking Lot Design

Architecture/Landscape Architecture

- iii Halff
  - i. Pock Park Improvements

Fiscal Impact

There is no fiscal impact unless a project is budgeted.

Recommendation(s)

Staff recommends approval of the first amendment extensions for Applied Sciences, Advanced Engineering, and Halff for a 1-year period.

Attachments

- 2020 Contracts
    - Applied Sciences
    - Advanced Engineering
    - Halff
- 1st Amendment Extensions
    - Applied Sciences
    - Advanced Engineering
    - Halff

FIRST AMENDMENT TO
APPLIED SCIENCES CONSULTING, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: STORMWATER/TRANSPORTATION ENGINEERING

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: STORMWATER/TRANSPORTATION ENGINEERING ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **APPLIED SCIENCES CONSULTING, INC.,** a Florida corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: Stormwater/Transportation Engineering, hereinafter referred to as "Contract," dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.

2. In accordance with paragraph 7.1 of the Contract, the hourly rate schedule for the one year extension is attached hereto as Exhibit B.

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By:_____
James "Jim" Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, City Clerk

Dated:_____

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

APPLIED SCIENCES CONSULTING, INC.
a Florida corporation

By:_____
Elie G. Araj, PE, CFM, D. WRE
President

Dated: 5/3/23

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Applied Sciences

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier	Escalation between 2020 and 2023 (6%)
Principal Engineer	$ 57.50	$ 171.93	$ 182.24
Chief Engineer	$ 70.00	$ 209.30	$ 221.86
Sr. Project Manager	$ 62.02	$ 185.44	$ 196.57
Project Manager	$ 49.45	$ 147.86	$ 156.73
Sr. Designer	$ 45.00	$ 134.55	$ 142.62
Designer/GIS Analyst	$ 42.50	$ 127.08	$ 134.70
Project Engineer	$ 38.50	$ 115.12	$ 122.02
Senior Planner	$ 60.00	$ 179.40	$ 190.16
Senior Scientist	$ 50.00	$ 149.50	$ 158.47
Engineering Intern	$ 25.00	$ 74.75	$ 79.24
Administrative Manager	$ 26.88	$ 80.37	$ 85.19
Professional Surveyor/PSM	$ 42.50	$ 127.08	$ 134.70
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		$ -	

Overhead/Fringe multiplier:* 2.99

May 3, 2023

Signature

Elie Araj, PE, President

Printed Name

Notes:

FIRST AMENDMENT TO
ADVANCED ENGINEERING & DESIGN, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: STORMWATER/TRANSPORTATION

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: STORMWATER/TRANSPORTATION ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **ADVANCED ENGINEERING & DESIGN, INC.,** a Florida corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: Stormwater/Transportation, hereinafter referred to as "Contract," dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.

2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By:_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, City Clerk

Dated:_____

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

ADVANCED ENGINEERING & DESIGN, INC.
a Florida corporation

By:_____
William G. Reidy, P.E.
President

Dated: 05/08/2023

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design, Inc.

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Officer in Charge	$74.50	$ 223.50
Sr. Project Manager	$68.85	$ 206.55
Project Manager	$59.65	$ 178.95
Construction Manager	$57.25	$ 171.75
Construction Engineer	$50.25	$ 150.75
Sr. Project Engineer	$57.25	$ 171.75
Project Engineer	$50.25	$ 150.75
Senior Designer	$45.75	$ 137.25
Field Technician	$31.00	$ 93.00
Sr. CAD Operator	$37.85	$ 113.55
CAD Operator	$33.50	$ 100.50
Administrative/ Clerical	$22.50	$ 67.50
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		$ -
		$ -
		$ -
		$ -

Overhead/Fringe multiplier:* 3.00

William G. Reidy

Signature

William G. Reidy

Printed Name

Notes:

** Overhead/Fringe Multiplier to remain constant throughout contract*

FIRST AMENDMENT TO
HALFF ASSOCIATES, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **HALFF ASSOCIATES, INC.,** a Florida corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE, hereinafter referred to as "Contract," dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.

2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By:_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, City Clerk

Dated:_____

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

HALFF ASSOCIATES, INC.
a Florida corporation

By:_____
Bruce T. Kaschyk, AICP
Sr. Vice President

Dated: 5/8/23

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND Applied Sciences Consulting, Inc. PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL SERVICES RFQ No. 20-03 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: Stormwater/Transportation Engineering

This Agreement is made and entered into on the 24th day of June, 2020, by and between the City of Madeira Beach, Florida (City) and Applied Sciences Consulting, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:
Stormwater/Transportation Engineering

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17. 0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
Attention: Clara VanBlargan – City Clerk
300 Municipal Drive
Madeira Beach, Florida 33708
Phone: (727)-391-9951
cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	Applied Sciences Consulting, Inc.
Attention:	Elie G. Araj, PE, CFM, D. WRE
Address:	1000 N. Ashley Drive, Suite 500
	Tampa, FL 33602
Phone:	(813) 228-0900
Fax:	
Email:	info@appliedfl.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Signature

Nick Charnas III, PE, CFM, MBA

Printed Name

CONSULTANT

Applied Sciences Consulting, Inc.

Company Name

Signature

President

Title

Elie G. Araj, PE, CFM, D. WRE

Printed Name

CITY OF MADEIRA BEACH, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Applied Sciences

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Principal Engineer	$ 57.50	$ 171.93
Chief Engineer	$ 70.00	$ 209.30
Sr. Project Manager	$ 62.02	$ 185.44
Project Manager	$ 49.45	$ 147.86
Sr. Designer	$ 45.00	$ 134.55
Designer/GIS Analyst	$ 42.50	$ 127.08
Project Engineer	$ 38.50	$ 115.12
Senior Planner	$ 60.00	$ 179.40
Senior Scientist	$ 50.00	$ 149.50
Engineering Intern	$ 25.00	$ 74.75
Administrative Manager	$ 26.88	$ 80.37
Professional Surveyor/PSM	$ 42.50	$ 127.08
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Overhead/Fringe multiplier:* 2.99

Signature 6/3/2020

Elie Araj, PE, President

Printed Name

Notes:

** Overhead/Fringe Multiplier to remain constant throughout contract*

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Applied Sciences Consulting, Inc.

	% ea year
Maximum Annual Escalation Factor	2.90%

Signature

Elie Araj, President

Printed Name

Notes:

** Maximum Annual Escalation Factor to remain constant throughout contract*

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND Advanced Engineering & Design, Inc. PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL SERVICES RFQ No. 20-03 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: Stormwater / Transportation

This Agreement is made and entered into on the 24th day of June, 2020, by and between the City of Madeira Beach, Florida (City) and Advanced Engineering & Design, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:
Stormwater / Transportation .

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17. 0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
Attention: Clara VanBlargan – City Clerk
300 Municipal Drive
Madeira Beach, Florida 33708
Phone: (727)-391-9951
cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	Advanced Engineering & Design, Inc.
Attention:	William G. Reidy, P.E.
Address:	3931 68th Avenue
	Pinellas Park, FL 33781
Phone:	727-526-9158
Fax:	727-527-9683
Email:	reidy@aed-fl.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Signature

Justin Keller

Printed Name

CONSULTANT

Advanced Engineering & Design, Inc.

Company Name

Signature

Principal Engineer

Title

William G. Reidy, P.E.

Printed Name

CITY OF MADEIRA BEACH, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Officer in Charge	$67.28	$ 201.84
Sr. Project Manager	$62.10	$ 186.30
Project Manager	$53.82	$ 161.46
Construction Manager	$51.75	$ 155.25
Construction Engineer	$45.54	$ 136.62
Sr. Project Engineer	$51.75	$ 155.25
Project Engineer	$45.54	$ 136.62
Senior Designer	$41.40	$ 124.20
Field Technician	$27.95	$ 83.85
Sr. CAD Operator	$34.16	$ 102.48
CAD Operator	$30.02	$ 90.06
Administrative/ Clerical	$19.67	$ 59.01
Receptionist	$15.53	$ 46.59
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Overhead/Fringe multiplier:* 3.00

William G. Reddy
Signature

WILLIAM G. REDDY 6/11/2020
Printed Name

Notes:

** Overhead/Fringe Multiplier to remain constant throughout contract*

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design, Inc.

	% ea year
Maximum Annual Escalation Factor	
Officer in Charge	3.50%
Sr. Project Manager	3.50%
Project Manager	3.50%
Construction Manager	3.50%
Construction Engineer	3.50%
Sr. Project Engineer	3.50%
Project Engineer	3.50%
Senior Designer	3.50%
Field Technician	3.50%
Sr. CAD Operator	3.50%
CAD Operator	3.50%
Administrative/ Clerical	3.50%
Receptionist	3.50%

William G. Reidy
Signature

WILLIAM G. REIDY 6/11/2020
Printed Name

Notes:

** Maximum Annual Escalation Factor to remain constant throughout contract*

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND

PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL SERVICES RFQ No. 20-03
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 3 - Architecture/Landscape Architecture

This Agreement is made and entered into on the ~~17th~~ 24th day of ~~March~~ June, 2020, by and between the City of Madeira Beach, Florida (City) and Halff Associates, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:
3- Architecture/Landscape Architecture

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17. 0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
Attention: Clara VanBlargan – City Clerk
300 Municipal Drive
Madeira Beach, Florida 33708
Phone: (727)-391-9951
cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	Halff Associates, Inc.
Attention:	Bruce T. Kaschyk, AICP
Address:	1000 N. Ashley Drive, Suite 900
	Tampa, FL 33602
Phone:	813-620-4500
Fax:	813-221-4980
Email:	bkaschyk@halff.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Amanda White

Signature

Amanda White

Printed Name

CONSULTANT

Halff Associates, Inc.

Company Name

Signature

Senior Vice President

Title

Bruce T. Kaschyk, AICP

Printed Name

CITY OF MADEIRA BEACH, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 20-03 Contract Rates

Company Name: Halff Associates, Inc.
Discipline: Landscape Architecture

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2020 Rates**	**Jan. 2021 Rates**	**Jan. 2022 Rates**	**Jan. 2023 Rates**	**Jan. 2024 Rates**	**Jan. 2025 Rates***
Sr. Vice President	$ 90.62	$ 271.86	$ 280.01	$ 288.41	$ 297.07	$ 305.98	$ 315.16
Sr. Planner	$ 50.73	$ 152.18	$ 156.75	$ 161.45	$ 166.29	$ 171.28	$ 176.42
Dir. of Landscape Architecture	$ 51.99	$ 155.98	$ 160.66	$ 165.48	$ 170.45	$ 175.56	$ 180.83
Sr. Landscape Architect	$ 38.63	$ 115.88	$ 119.35	$ 122.93	$ 126.62	$ 130.42	$ 134.33
Professional Landscape Architect	$ 36.25	$ 108.74	$ 112.00	$ 115.36	$ 118.82	$ 122.38	$ 126.06
Sr. Landscape Designer	$ 25.75	$ 77.25	$ 79.57	$ 81.95	$ 84.41	$ 86.95	$ 89.55
Landscape Designer	$ 22.28	$ 66.84	$ 68.84	$ 70.91	$ 73.03	$ 75.23	$ 77.48
Sr. Administrative Asst.	$ 32.55	$ 97.64	$ 100.57	$ 103.59	$ 106.70	$ 109.90	$ 113.20
Administrative Asst.	$ 24.98	$ 74.93	$ 77.18	$ 79.50	$ 81.88	$ 84.34	$ 86.87
Sr. Professional Engineer	$ 70.81	$ 212.44	$ 218.81	$ 225.37	$ 232.14	$ 239.10	$ 246.27
Professional Engineer	$ 63.35	$ 190.04	$ 195.74	$ 201.61	$ 207.66	$ 213.89	$ 220.30
Sr. Spatial Analyst	$ 61.90	$ 185.71	$ 191.28	$ 197.02	$ 202.93	$ 209.02	$ 215.29
Spatial Analyst	$ 26.24	$ 78.73	$ 81.10	$ 83.53	$ 86.03	$ 88.61	$ 91.27
Engineer Intern	$ 35.66	$ 106.98	$ 110.19	$ 113.49	$ 116.90	$ 120.40	$ 124.01
Sr. Environmental Scientist	$ 54.47	$ 163.40	$ 168.30	$ 173.35	$ 178.55	$ 183.91	$ 189.42
Environmental Scientist	$ 38.63	$ 115.88	$ 119.35	$ 122.93	$ 126.62	$ 130.42	$ 134.33

Overhead/Fringe multiplier:** 3.00

Signature

Senior Vice President
Title

Bruce T. Kaschyk
Printed Name

June 3, 2020
Date

Notes:
* Rates effective January 2025 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Halff Associates, Inc.

	% ea year
Maximum Annual Escalation Factor	3%

Signature

Bruce T. Kaschyk

Printed Name

Notes:

** Maximum Annual Escalation Factor to remain constant throughout contract*

Memorandum

Meeting Details: June 14, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP #2023-03 Gulf Ln Roadway & Beach Access Improvements bid acceptance and contract award

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Background

The City of Madeira Beach advertised a request for proposals (RFP) for Gulf Lane, 135th to 130th Beach Accesses improvements, Johns Pass Park Parking lot improvements, and a roadway repair at Boca Ciega Ave and 131st Ave on March 29th at 8:00 AM. A mandatory pre bid meeting was held at City Hall on April 18th covering the project as a whole and answering any questions contractors had. There were four (4) companies in attendance at the mandatory pre bid meeting; Ajax, Keystone Excavators, Gibbs and Register, and Kamminga & Roodvoets (K & R). Due to a few clarifications the bid opening date was originally scheduled for May 4th at 10:00 AM but moved to May 11th at 10:00 AM allowing for extra time to properly submit a bid. The bid opening was held at City Hall on May 11th at 10:00 AM where Al Carrier, city engineer and I publicly read and recorded the bid tabulation, in attendance was a representative from Keystone Excavators, representative from K & R, and Allie, public works administrative assistant. Ajax dropped their bid prior to the opening but did not stay for the opening. Gibbs and Register attended the pre bid meeting but did not submit a proposal for the project.

The bids were broken down into four (4) sections along with an option for a different type of asphalt in the event materials are not available. The sections were Gulf Lane, Johns Pass Park, Boca Ciega Ave, Beach accesses 135th to 130th all added together for an overall cost. After the public bid opening, staff and the engineer reviewed the bid submittals for any errors in calculations and ensured all documents were submitted properly. After review Keystone Excavators submitted the lowest bid for the base

project (Gulf Lane) and the lowest overall. Per the RFP the awarded contract will be made for the combination of the base bid and alternate bid items in the best interest of the City of Madeira Beach, however, unless otherwise specified all work awarded will be awarded to only one contractor (Pg 11).

Fiscal Impact

Staff has $2.5 million budgeted in FY 23's budget for Gulf Lane and Beach Access and $450,000 for Johns Pass Park Parking Lot.

Recommendation(s)

Staff recommends accepting the bid and approving the contract with Keystone Excavators for Gulf Lane Roadway & Beach Access Improvements.

Attachments

- Keystone Excavators Bid Submittal
- Ajax Bid Submittal
- Kamminga & Roodvoets (K & R) Bid Submittal
- Bid Opening Sign in Sheet
- Bid Tabulation

Date: May 11, 2023

Bid opening: 10:00 AM

Bid Tabulation

RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements

Company	1, 2, 3 & 10% Cont.	Johns Pass Park	Boca Ciega Ave	Beach Accesses	Option A	Overall
Keystone	1,240,827.50	411,277.00	16,490.00	520,309.00	950,705.00	2,188,903.50
K&R	1,723,463.50	287,074.00	21,360.00	429,813.00	479,486.00	2,461,710.50
Ajax	1,505,720.00	350,285.00	23,560.00	632,750.00	562,156.00	2,512,315.00

SECTION V
CONTRACT DOCUMENTS

TABLE OF CONTENTS:

CONTRACT BOND 1

CONTRACT 3

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT 7

PROPOSAL BOND 8

AFFIDAVIT 9

NON COLLUSION AFFIDAVIT 10

PROPOSAL 11

CITY OF MADEIRA BEACH ADDENDUM SHEET 14

BIDDER'S PROPOSAL 15

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM 17

BOND NUMBER: _____

CONTRACT BOND

(1)

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ as Contractor and _____ (Surety) whose home address is _____

HEREINAFTER CALLED THE "Surety", are held and firmly bound into the City of Madeira Beach, Florida (hereinafter called the "Owner") in the penal sum of: _____ Dollars ($_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the _____day of _____, 20___, entered into between the Contractor and the City of Madeira Beach for:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECTCONTRACT #A314303000

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Contractor shall in all respects comply with the terms and conditions of said Contract, including the one (1) year guarantee of material and labor, and his obligations thereunder, including the Contract Documents (which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications therein referred to and made a part thereof, and such alterations as may be made in said Plans and Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Contractor agents or employees, in the execution or performance of said Contract, including errors in the Plans furnished by the Contractor, and further, if such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them, or it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor, or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Contractor would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, and any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of the failure of the said Contractor to properly and in all things, keep and execute all the provisions of said Contract.

CONTRACT BOND

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the improper performance of the said work by the Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20___.

_____

CONTRACTOR

By: _____

ATTEST:

_____

_____

SURETY

WITNESS:

By: _____

ATTORNEY-IN-FACT

_____

COUNTERSIGNED:

_____

_____

CONTRACT

(1)

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____, County of _____, and State of Florida, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and his or its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

in the amount of $_____

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND HIS OR IT'S SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2013), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and 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 public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

CONTRACT

(3)

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH

IN PINELLAS COUNTY, FLORIDA

By: _____ (SEAL)
Robin Ignacio Gomez,
City Manager

Attest:

_____
Clara VanBlargan
City Clerk

Countersigned:

By: _____
James Rostek,
Mayor

Approved as to form:

_____
City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

_____

_____
(Contractor)

By: _____ (SEAL)

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That he is the _____ (TITLE) of _____, a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20___ with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material men in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That he is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (Final Full Amount of Contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

_____
AFFIANT

This _____day of _____, 20___.

BY: _____

_____
NOTARY PUBLIC

_____
PRESIDENT

My Commission Expires:

PROPOSAL BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Keystone Excavators, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, who's address is 9721 Executive Center Dr., Ste 105 St. Petersburg, FL 33702, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND THIRTY-FIVE CENTS Dollars ($218,890.35) (being a minimum of 10% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Keystone Excavators, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, for work specified as: Gulf Lane Drainage and Roadway Improvements RFP #2023-03, #A314303000

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 1st day of May, 2023.

(Principal must indicate whether corporation, partnership, company or individual)

Keystone Excavators, Inc.

Principal

By: _____

Title Jeff Truxton, Vice President

The Ohio Casualty Insurance Company

Surety Warren M. Shrum, Jr. Attorney-in-fact

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208239-975068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Warren M. Shrum, Jr.; Warren M. Shrum, III

all of the city of Palm Harbor state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of July, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PINELLAS)

JAMIE K. FORNWALT being duly sworn, deposes and says that he/she is

Secretary of KEYSTONE EXCAVATORS, INC.
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

371 SCARLET BLVD.	OLDSMAR	PINELLAS	FL.
(Street & Number)	(City)	(County)	(State)

Affiant further says that he is familiar with the records, minute books and by-laws of KEYSTONE EXCAVATORS, INC.
(Name of Corporation)

Affiant further says that JEFFREY C. TRUXTON is VICE PRESIDENT
(Title)
of the corporation, is duly authorized to sign the Proposal for KEYSTONE EXCAVATORS, INC.

or said corporation by virtue of PROVISION OF BY LAWS
state whether a provision of by laws or a Resolution of Board of Directors.

Jamie K. Fornwalt- TRES-SECR
Affiant

Sworn to before me this 1ST day of MAY, 2023.

Nancy Herg James
Notary Public

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

Type/print/stamp name of Notary

Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Pinellas

Jeff Truxton being, first duly sworn, deposes and says that he is

Vice President of Keystone Excavators, Inc,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 11th day of May, 2023.

Nancy Herg James
Notary Public

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on THE OHIO CASUALTY INSURANCE COMPANY _____ Bank, for the sum of TEN PERCENT of BID TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND THIRTY-FIVE CENTS ($ 218,890.35) (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:	ADDRESSES:
ROBERT C. FORNWALT	371 SCARLET BLVD., OLDSMAR, FL
JAMIE K. FORNWALT	371 SCARLET BLVD., OLDSMAR, FL

Signature of Bidder: _____

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: _____

By: JEFF TRUXTON Title: VICE PRESIDENT

Business Address of Bidder: 371 SCARLET BLVD

City and State: OLDSMAR, FL Zip Code 34677

Dated at OLDSMAR, this 11th day of MAY, A.D., 2023

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
PROJECTCONTRACT #**A314303000** CONTRACT #A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. 1 Date: 4/27/23
Addendum No. 2 Date: 4/27/23
Addendum No. 3 Date: 4/27/23
Addendum No. 4 Date: 5/03/23
Addendum No. 5 Date: 5/04/23
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

KEYSTONE EXCAVATORS, INC
(Name of Bidder)

(Signature of Officer)

VICE PRESIDENT
(Title of Officer)

MAY 11, 2023
(Date)

ADDENDUM #4

BIDDER'S PROPOSAL

PROJECT: **GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**

PROJECT CONTRACT #A314303000

CONTRACTOR: KEYSTONE EXCAVATORS, INC.

BIDDER'S GRAND TOTAL: $ 2,188,903.50
(NUMBERS)

BIDDER'S GRAND TOTAL: _____

TWO MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED THREE DOLLARS AND FIFTY CENTS
(WORDS)

CONSTRUCTION PLANS - BID PROPOSAL

Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

	BID ITEM	UNIT	EST QTY	UNIT PRICE ($)	TOTAL ($)
1.0	**MOBILIZATION AND SITE PREPARATION**				
1.1	Mobilization and Project Sign	LS	1	125,000.00	125,000.00
1.2	Maintenance of Traffic	LS	1	64,000.00	64,000.00
1.3	Erosion and Sediment Control	LS	1	5,000.00	5,000.00
1.4	Lawn Sprinkler Restoration	LF	500	15.00	7,500.00
	Subtotal - General (1.1 - 1.8)				201,500.00
2.0	**EARTHWORK**				
2.1	Demolition	LS	1	115,000.00	115,000.00
2.2	Sod	SF	5,000	1.75	8,750.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	4.00	17,200.00
	Subtotal - Earthwork (2.1 - 2.3)				140,950.00
3.0	**PAVING AND MARKING**				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	195.00	204,750.00
3.2	(2") ~~1-1/2~~" Mill and Resurfacing (~~SP12.5~~) (SP 9.5)	SY	3,900	55.00	214,500.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	64.00	51,200.00
3.4	6" Header & D Curb	LF	1,430	55.00	78,650.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	60.00	27,000.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	60.00	36,000.00

ADDENDUM #4

3.7	Driveway Replacement (Brick)	SF	6,600	12.50	82,500.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	16.50	74,250.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	11.00	2,200.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	325.00	11,375.00
3.11	Ring & Cover Adjustments	EA	6	350.00	2,100.00
3.12	Valve Box Adjustments	EA	3	350.00	1,050.00
	Subtotal - Paving and Marking (3.1 - 3.12)				785,575.00
	SUBTOTAL (1.0, 2.0, and 3.0)				1,128,025.00
	Total – 1 0% Contingency				112,802.50
	TOTAL (1.0, 2.0, and 3.0)				1,240,827.50

	MISCELLANEOUS ITEMS				
4.0	**Johns Pass Parking Lot**				
4.1	Mobilization	LS	1	57,000.00	57,000.00
4.2	(2")~~1-1/2~~" Mill and Resurfacing ~~(SP12.5)~~ (SP 9.5)	SY	5674	53.00	300,722.00
4.3	Leveling Course (~~SP12.5~~) (SP 9.5)	SY	250	68.50	17,125.00
4.4	Wheel Stop (new to replace broken)	EA	20	100.00	2,000.00
4.5	Remove & Reuse Wheel Stop	EA	129	45.00	5,805.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	16.50	15,675.00
4.7	Stripping White (Thermo)	LF	5000	1.75	8,750.00
4.8	ADA Stall Striping (7)	EA	7	600.00	4,200.00
	Subtotal - Johns Pass Parking Lot (4.1 - 4.8)				411,277.00
	Miscellaneous Items				
5.0	**Boca Ciega Ave & 131st Ave E**				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	3000.00	3,000.00
5.2	~~Sand layer 2" inches~~ 30x22 (Mirafi)	LS	1	2,600.00	2,600.00
5.3	6" Concrete panel – 3 side chaffers (660sf)	SF	~~4040~~	16.50	10,890.00
	Subtotal-Boca Ciega Ave & 131st Ave E (5.1 - 5.3)				16,490.00
ADDENDUM #1					
6.0	**FDOT#**	**Beach Access Parking Lots Improvement**			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	2.50	4,275.00
6.2	120-1	EXCAVATION REGULAR	CY	60	100.00	6,000.00
6.3	160-4	STABILIZATION TYPE B	SY	360	67.00	24,120.00

ADDENDUM #4

6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	55.00	19,800.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	11.00	65,010.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	375.00	356,250.00
6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	60.00	3,600.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	60.00	7,200.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	60.00	4,800.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	145.00	4,640.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	8.00	864.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	300.00	5,100.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	1.75	5,950.00
6.14	**NA**	WHEEL STOPS, CONCRETE, F&I	EA	127	100.00	12,700.00
		Subtotal-Beach Access Parking Lots (6.1 – 6.14)				520,309.00
		SUBTOTAL (4.0, 5.0, and 6.0)				948,076.00
ADDENDUM #4						
OP	**OPTION A – ASPHALT**					
OP1	Resurfacing Asphalt SP 12.5		SY	16,534	57.50	950,705.00
		Subtotal-Option A -Asphalt SP 12.5(OP-1)				950,705.00
		OVERALL CONSTRUCTION COST				2,188,903.50

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

JEFF TRUXTON
Printed Name

VICE PRESIDENT
Title

KEYSTONE EXCAVATORS, INC
Name of Entity / Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 11th day of MAY, 2023, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: May 11, 2023

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MADEIRA BEACH by JEFF TRUXTON, VICE PRESIDENT (print individual's name and title) for KEYSTONE EXCAVATORS, INC. (print name of entity submitting sworn statement) whose business address is 371 SCARLET BLVD., OLDSMAR, FL 34677 and, (if applicable) its Federal Employer Identification Number (FEIN) is 59-2447174 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

Authorized Signature

JEFF TRUXTON
Printed Name

VICE PRESIDENT
Title

KEYSTONE EXCAVATORS, INC
Name of Entity / Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 11th day of MAY, 2023, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____

AGREEMENT NO.: _____

PROJECT NAME: _____

TOTAL PROJECT COST: _____

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE					UNKNOWN
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID	NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	

* ☐ Our organization does not collect minority status data.

Signature Date Print Name and Title

ORIGINAL

Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

Contract #A314303000

CONTRACT DOCUMENTS & SPECIFICATIONS

Prepared for

City Of Madeira Beach FLORIDA

March 2023

PROPOSAL BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Ajax Paving Industries of Florida, LLC One Ajax Drive, North Venice, FL 34275 as Principal, and Liberty Mutual Insurance Company as Surety, who's address is 175 Berkeley Street, Boston, MA 02116, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of Ten Percent of Accompanying Bid Dollars ($ 10% of Bid) (being a minimum of 10% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Ajax Paving Industries of Florida, LLC as Principal, and Liberty Mutual Insurance Company as Surety, for work specified as: Gulf Lane Roadway & Beach Access Improvements, RFP #2023-03, Contract #A314303000

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 4th day of May, 20 23.

(Principal must indicate whether corporation, partnership, company or individual)

Ajax Paving Industries of Florida, LLC

A Limited Liability Company

Principal

By: _____

Title

Liberty Mutual Insurance Company

_____

Surety Nicholas Ashburn, Attorney-in-Fact

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

3/28/2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA

COUNTY OF Sarasota

Christie Alvaro being duly sworn, deposes and says that he/she is Secretary of Ajax Paving Industries of Florida, LLC a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

One Ajax Drive	North Venice	Sarasota	FL
(Street & Number)	(City)	(County)	(State)

Affiant further says that he is familiar with the records, minute books and by-laws of Ajax Paving Industries of Florida, LLC
(Name of Corporation)

Affiant further says that Christie Alvaro is Assistant Corporate Secretary
(Officer's Name) (Title)
of the corporation, is duly authorized to sign the Proposal for RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements
or said corporation by virtue of Resolution of the Board of Directors
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption)

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Christie Alvaro, Assistant Corporate Secretary
Affiant

Sworn to before me this 5th day of May, 2023.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
Notary Public
Commission #
My Comm. Expires
Bonded through National Notary

Type / Print / Stamp Name of Notary

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Title or Rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Sarasota

Christie Alvaro being, first duly sworn, deposes and says that he is

Assistant Corporate Secretary of Ajax Paving Industries of Florida, LLC,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Affiant Christie Alvaro, Assistant Corporate Secretary

Sworn to and subscribed before me this 5th day of May, 2023.

Notary Public

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice FL 34275

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on LIBERTY MUTUAL INSURANCE COMPANY Bank, for the sum of TWO HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS ZERO CENTS ($251,232.00) (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES: ADDRESSES:

"Please See Attached"

Signature of Bidder: Christie Alvaro, Assistant Corporate Secretary

PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

Ajax Paving Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

March 7, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

Michael A. Horan
Chief Executive Officer/Manager

Vince Hafeli
President

Scott Pittman
VP of Operations North Region

Andre DeCraene
VP of Operations South Region

Dave Reid
GM of Business Development

Joseph Minich
Area Manager Tampa

Felipe Jaramillo
Alternative Contracting Proj. Mgr.

Ryan Fulmer
Director of Finance

Steven Ayers
Alternative Contracting Proj. Mgr.

Matt Desotell
Area Manger Ft. Myers

Matt Horan
Area Manager Sarasota

Natalie Woody
Secretary/Treasurer

Christie Alvaro
Assistant Secretary

Jamie Simmons
Assistant Secretary

Clay Cross
Area Manager Lake Wales

Lauren Taylor
Estimator

Lee Strauss
Estimator

Mark Miller
Estimator

Gabriel Chery
Estimator

Sharon Radford
Estimator

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal:
Ajax Paving Industries of Florida, LLC

By: Christie Alvaro Title: Christie Alvaro, Assistant Corporate Secretary

Business Address of Bidder: One Ajax Drive

City and State: North Venice, Florida Zip Code 34275

Dated at 1:00 PM, this 5th day of May, A.D., 2023.

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
PROJECTCONTRACT #**A314303000** CONTRACT #A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. 1 Date: 4/27/2023

Addendum No. 2 Date: 4/27/2023

Addendum No. 3 Date: 4/27/2023

Addendum No. 4 Date: 5/3/2023

Addendum No. 5 Date: 5/4/2023

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Ajax Paving Industries of Florida, LLC
(Name of Bidder)

(Signature of Officer)

Christie Alvaro, Assistant Corporate Secretary
(Title of Officer)

May 5, 2023
(Date)

ADDENDUM #4

BIDDER'S PROPOSAL

PROJECT: **GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**

Error! Reference source not found.

CONTRACTOR: Ajax Paving Industries of Florida, LLC _____

BIDDER'S GRAND TOTAL: $2,512,315.00 _____ (NUMBERS)

BIDDER'S GRAND TOTAL: Two Million Five Hundred Twelve Thousand Three Hundred Fifteen Dollars Zero Cents_____ (WORDS)

CONSTRUCTION PLANS - BID PROPOSAL

Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

	BID ITEM	UNIT	EST QTY	UNIT PRICE ($)	TOTAL ($)
1.0	**MOBILIZATION AND SITE PREPARATION**				
1.1	Mobilization and Project Sign	LS	1	300,000.00	300,000.00
1.2	Maintenance of Traffic	LS	1	175,000.00	175,000.00
1.3	Erosion and Sediment Control	LS	1	3,000.00	3,000.00
1.4	Lawn Sprinkler Restoration	LF	500	8.00	4,000.00
	Subtotal - General (1.1 - 1.8)				482,000.00
2.0	**EARTHWORK**				
2.1	Demolition	LS	1	95,000.00	95,000.00
2.2	Sod	SF	5,000	2.00	10,000.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	2.50	10,750.00
	Subtotal - Earthwork (2.1 - 2.3)				115,750.00
3.0	**PAVING AND MARKING**				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	236.00	247,800.00
3.2	(2") ~~1-1/2~~" Mill and Resurfacing (~~SP12.5~~) (SP 9.5)	SY	3,900	52.00	202,800.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	38.00	30,400.00
3.4	6" Header & D Curb	LF	1,430	27.00	38,610.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	80.00	36,000.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	50.00	30,000.00
3.7	Driveway Replacement (Brick)	SF	6,600	9.00	59,400.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	17.00	76,500.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	12.00	2,400.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	653.00	22,855.00

ADDENDUM #4

3.11	Ring & Cover Adjustments	EA	6	3,700.00	22,200.00
3.12	Valve Box Adjustments	EA	3	707.00	2,121.00
				Subtotal - Paving and Marking (3.1 - 3.12)	771,086.00
				SUBTOTAL (1.0, 2.0, and 3.0)	1,368,836.00
				Total – 1 0% Contingency	136,884.00
				TOTAL (1.0, 2.0, and 3.0)	1,505,720.00

	MISCELLANEOUS ITEMS				
4.0	**Johns Pass Parking Lot**				
4.1	Mobilization	LS	1	67,000.00	67,000.00
4.2	(2")~~1 1/2~~" Mill and Resurfacing ~~(SP12.5)~~ (SP 9.5)	SY	5674	36.00	204,264.00
4.3	Leveling Course (~~SP12.5~~) (SP 9.5)	SY	250	68.00	17,000.00
4.4	Wheel Stop (new to replace broken)	EA	20	90.00	1,800.00
4.5	Remove & Reuse Wheel Stop	EA	129	143.00	18,447.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	25.00	23,750.00
4.7	Stripping White (Thermo)	LF	5000	3.00	15,000.00
4.8	ADA Stall Striping (7)	EA	7	432.00	3,024.00
	Subtotal - Johns Pass Parking Lot (4.1 - 4.8)			350,285.00	
	Miscellaneous Items				
5.0	**Boca Ciega Ave & 131st Ave E**				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	11,000.00	11,000.00
5.2	~~Sand layer 2" inches~~ 30x22 (Mirafi)	LS	1	2,000.00	2,000.00
5.3	6" Concrete panel – 3 side chaffers (660sf)	SF	~~4040~~	16.00	10,560.00
	Subtotal-Boca Ciega Ave & 131st Ave E (5.1 - 5.3)			23,560.00	

ADDENDUM #1

6.0	**FDOT#**	**Beach Access Parking Lots Improvement**				
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	2.00	3,420.00
6.2	120-1	EXCAVATION REGULAR	CY	60	650.00	39,000.00
6.3	160-4	STABILIZATION TYPE B	SY	360	308.00	110,880.00
6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	306.00	110,160.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	17.50	103,425.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	211.00	200,450.00

ADDENDUM #4

6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	118.00	7,080.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	112.00	13,440.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	87.00	6,960.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	222.00	7,104.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	12.00	1,296.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	465.00	7,905.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	3.00	10,200.00
6.14	**NA**	WHEEL STOPS, CONCRETE, F&I	EA	127	90.00	11,430.00
		Subtotal-Beach Access Parking Lots (6.1 – 6.14)			632,750.00	
		SUBTOTAL (4.0, 5.0, and 6.0)			1,006,595.00	
ADDENDUM #4						
OP		**OPTION A – ASPHALT**				
OP1	Resurfacing Asphalt SP 12.5		SY	16,534	34.00	562,156.00
		Subtotal-Option A -Asphalt SP 12.5(OP-1)			562,156.00	
		OVERALL CONSTRUCTION COST			2,512,315.00	

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

Christie Alvaro
Authorized Signature

Christie Alvaro
Printed Name

Assistant Corporate Secretary
Title

Ajax Paving Industries of Florida, LLC
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me on this 5th day of May, 2023, by Christie Alvaro (name of person whose signature is being notarized) as the Assistant Corporate Secretary (title) of Ajax Paving Industries of Florida, LLC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a N/A personally known (type of identification) as identification, and who did / did not take an oath.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: May 5, 2023

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MADEIRA BEACH by Christie Alvaro, Assistant Corporate Secretary (print individual's name and title) for Ajax Paving Industries of Florida, LLC (print name of entity submitting sworn statement) whose business address is One Ajax Drive, North Venice FL 34275 and, (if applicable) its Federal Employer Identification Number (FEIN) is 26-1871966 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: N/A).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

__✓__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Christie Alvaro
Authorized Signature

Christie Alvaro
Printed Name

Assistant Corporate Secretary
Title

Ajax Paving Industries of Florida, LLC
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me on this 5th day of May, 2023, by Christie Alvaro (name of person whose signature is being notarized) as the Assistant Corporate Secretary (title) of Ajax Paving Industries of Florida, LLC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a N/A personally known (type of identification) as identification, and who did / did not take an oath.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

N/A

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____

AGREEMENT NO.: _____

PROJECT NAME: _____

TOTAL PROJECT COST: _____

NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE					UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	

* ☐ Our organization does not collect minority status data.

_____ _____ _____

Signature Date Print Name and Title

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES INC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC059906

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 20,2023

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

GUY HURLEY
INSURANCE & SURETY SERVICES

October 26, 2022

TO WHOM IT MAY CONCERN

RE: Ajax Paving Industries of Florida, LLC.

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of $200,000,000 per single project and $500,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is $1,772,737,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Holly Nichols, Attorney-in-fact

DIRECT 248 519 1400 | FAX 248 519 1401 | 989 E. South Boulevard, Suite 200 | Rochester Hills, MI 48307

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

A. Use of illicit drugs.
B. Abuse of legal drugs (prescription or over-the-counter).
C. Abuse of alcohol
D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection

Michael A. Horan

Chief Executive Officer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2022

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 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	CONTACT NAME: Linda Weal
Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1429 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: lweal@ghbh.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER A: American Contractors Insurance Co RRG	12300
	INSURER B: ACIG Insurance Company	19984
	INSURER C: Continental Insurance Company	35289
	INSURER D: Travelers Prop Casualty Co. A+XV	25674
	INSURER E: National Fire Ins Co of Hartford AXV	20478
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Kara **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	X COMMERCIAL GENERAL LIABILITY			GL22A00082	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 10,000,000
A	CLAIMS-MADE X OCCUR			GL22B00082 (GL Excess)	6/1/2022	6/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU Coverage Included						MED EXP (Any one person)	$ 5,000
A	X Contractual Liability			GL22C00082 (GL Excess)	6/1/2022	6/1/2023	PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			BUA7015117321	6/1/2022	6/1/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			7014990214	6/1/2022	6/1/2023	AGGREGATE	$ 10,000,000
	DED RETENTION $			Excess GL & BA				$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		WCA000004622	6/1/2022	6/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2022	6/1/2023	Leased/Rented	$550,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

Richard McGregor/WEAL

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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

INDIVIDUAL'S NAME	POSITION/OFFICE	TYPE OF WORK	YEARS EXPERIENCE	CAPACITY
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43	Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34	Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12	Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21	Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21	Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34	Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10	Civil Engineer/Project Manager
Matthew Desoteli	Area Manager - Fort Myers	5,6,7,8,9,10	8	Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20	Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6	Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23	Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20	Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35	Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28	Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23	Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24	Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12	Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20	Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34	Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12	EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19	Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14	Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2	Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45	Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17	Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42	Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21	Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35	Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11	Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18	Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28	Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40	Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43	Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29	Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15	Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22	Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26	Senior Estimator

Type of Work:

5 Grading (Includes Clearing and Grubbing, Excavation and Embankment
6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
8 Portland Cement Concrete Paving
9 Hot Plant-Mixed Bituminous Structural and Surface Courses
10 Milling

E-Verify
Employment Eligibility Verification

Welcome Ingrid Delaney | User ID | Last Login 01:31 PM - 01/11/2016 | Log Out

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New Case
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Search Cases
My Profile
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My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name:	Ajax Paving Industries of Florida, LLC
Company ID Number:	390402
Doing Business As (DBA) Name:	
DUNS Number:	032436479

View / Edit

Physical Location:

Address 1:	One Ajax Drive
Address 2:	
City:	North Venice
State:	FL
Zip Code:	34275
County:	SARASOTA

Mailing Address:

Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:

Employer Identification Number:	261871966
Total Number of Employees:	100 to 499
Parent Organization:	
Administrator:	

Organization Designation:

Employer Category:	None of these categories apply

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	2	View / Edit
Total Points of Contact:	2	View / Edit

[redacted]

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE
One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE
13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE
7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE
24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1
One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2
40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3
12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4
7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5
11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

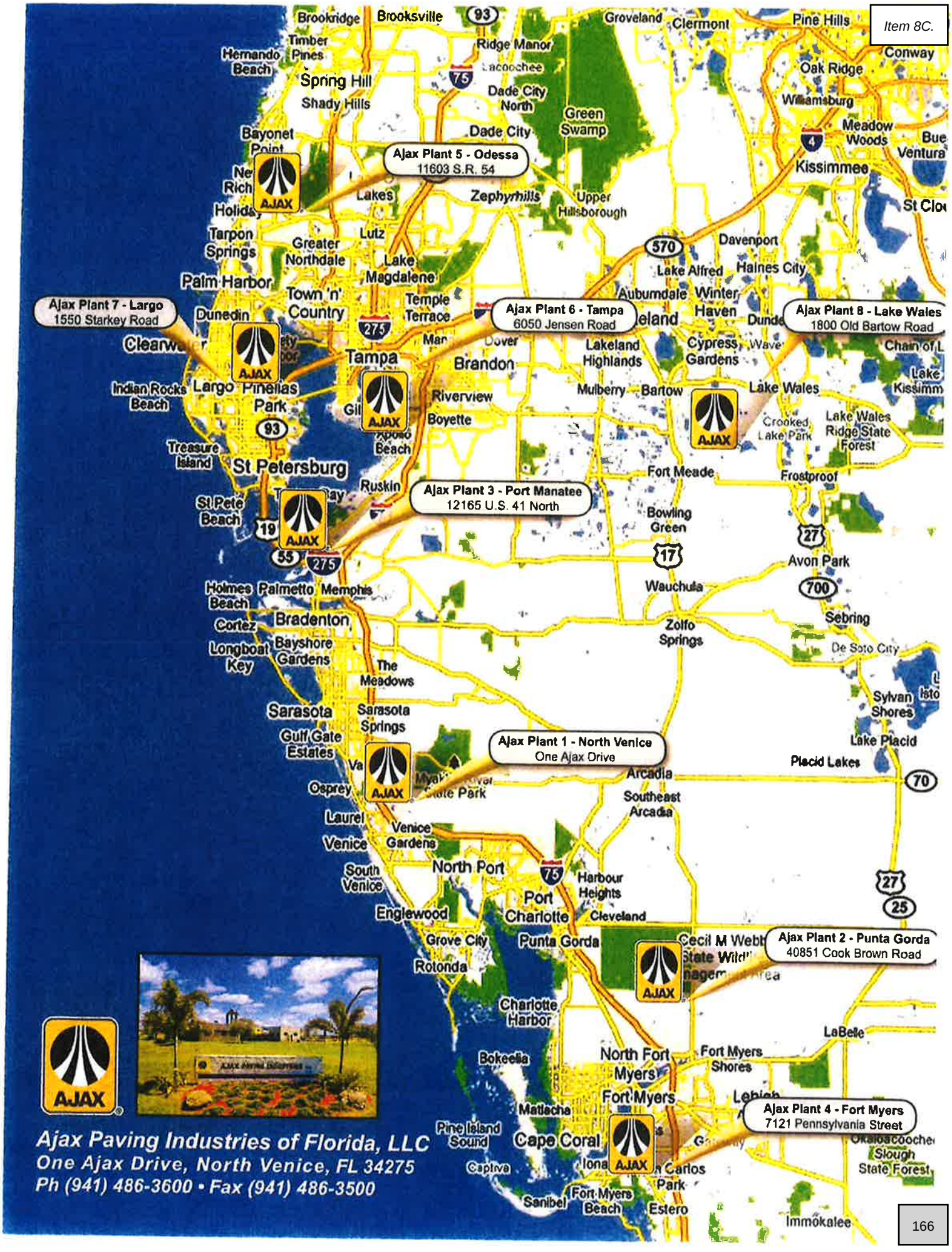
TAMPA PLANT 6
6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7
1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8
1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS
500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com


Ajax Plant 5 - Odessa
11603 S.R. 54
Ajax Plant 7 - Largo
1550 Starkey Road
Ajax Plant 6 - Tampa
6050 Jensen Road
Ajax Plant 8 - Lake Wales
1800 Old Bartow Road
Ajax Plant 3 - Port Manatee
12165 U.S. 41 North
Ajax Plant 1 - North Venice
One Ajax Drive
Ajax Plant 2 - Punta Gorda
40851 Cook Brown Road
Ajax Plant 4 - Fort Myers
7121 Pennsylvania Street
AJAX
Brooksville
Spring Hill
Tampa
St Petersburg
Bradenton
Sarasota
North Port
Port Charlotte
Punta Gorda
Fort Myers
Cape Coral
Lakeland
Winter Haven
Kissimmee
Sebring
Arcadia
Venice
Englewood
Clearwater
Largo
Dunedin
Palm Harbor
Brandon
Riverview
Plant City
Lakeland Highlands
Lake Wales
Avon Park
Wauchula
Zolfo Springs
Fort Meade
Frostproof
Bowling Green
De Soto City
Lake Placid
Placid Lakes
Sylvan Shores
Southeast Arcadia
Harbour Heights
Cleveland
Grove City
Rotonda
Charlotte Harbor
Bokeelia
North Fort Myers
Fort Myers Shores
LaBelle
Matlacha
Pine Island Sound
Captiva
Sanibel
Fort Myers Beach
Estero
Iona
Carlos Park
Immokalee
Okaloacoochee Slough State Forest
Cecil M Webb State Wildlife Area
Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275
Ph (941) 486-3600 • Fax (941) 486-3500

PROPOSAL BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Kamminga & Roodvoets, Inc. 5219 Cone Rd., Tampa, FL 33610 as Principal, and Liberty Mutual Insurance Company as Surety, who's address is 175 Berkeley St, Boston, MA 02116, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of 10% of Total Bid Amount Dollars ($---------10%----------) (being a minimum of 10% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Kamminga & Roodvoets, Inc. as Principal, and Liberty Mutual Insurance Company as Surety, for work specified as: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 11th day of May, 2023.

(Principal must indicate whether corporation, partnership, company or individual)

Kamminga & Roodvoets, Inc.

Principal

By: VP Estimating
Title

Liberty Mutual Insurance Company

Carolyn Schultz Attorney-In- Fact for Surety

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA

COUNTY OF Hillsborough

Brad Tidey being duly sworn, deposes and says that he/she is Assistant Secretary of Kamminga & Roodvoets, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

5219 Cone Rd	Tampa	Hillsborough	Florida
(Street & Number)	(City)	(County)	(State)

Affiant further says that he is familiar with the records, minute books and by-laws of Kamminga & Roodvoets, Inc.
(Name of Corporation)

Affiant further says that James Barnes (Officer's Name) is VP Estimating (Title) of the corporation, is duly authorized to sign the Proposal for Kamminga & Roodvoets, Inc. or said corporation by virtue of Michigan
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Brad Tidey
Affiant

Sworn to before me this 11th day of May, 2023.

Delaney Marsonek
Notary Public

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

Delaney Marsonek
Type / Print / Stamp Name of Notary

Title or Rank, and Serial No., if any

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205603-975250

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Hillsborough

James Barnes being, first duly sworn, deposes and says that he is

VP Estimating of Kamminga & Roodvoets, Inc.,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 11th day of May, 2023.

Notary Public

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on Liberty Mutual Insurance Company Bank, for the sum of Ten Percent of the Total Bid Amount ($----------10%----------)
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:	ADDRESSES:
Kurt Poll, President	3435 Broadmoor Ave SE, Grand Rapids, MI 49512
Marcus B. Tidey, Jr., Vice President	5219 Cone Rd, Tampa, FL 33610
Joanne Pershbacher, Secretary/C.F.O.	3435 Broadmoor Ave SE, Grand Rapids, MI 49512
Brad Tidey, Assistant Secretary-FL Operations	5219 Cone Rd, Tampa, FL 33610

Signature of Bidder: _____

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: _____

By: _____ Title: VP Estimating

Business Address of Bidder: 5219 Cone Rd

City and State: Tampa, Florida Zip Code 33610

Dated at Tampa, Florida, this 11th day of May, A.D., 2023.

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
PROJECTCONTRACT #**A314303000** CONTRACT #A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. 1 Date: 4/27/23

Addendum No. 2 Date: 4/27/23

Addendum No. 3 Date: 4/27/23

Addendum No. 4 Date: 5/3/23

Addendum No. 5 Date: 5/4/23

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Kamminga & Roodvoets, Inc.
(Name of Bidder)

(Signature of Officer)

VP Estimating
(Title of Officer)

5/11/23
(Date)

ADDENDUM #4

BIDDER'S PROPOSAL

PROJECT: **GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**

PROJECT CONTRACT #A314303000

CONTRACTOR: Kamminga & Roodvoets, Inc.

BIDDER'S GRAND TOTAL: $ 2,941,196.50
(NUMBERS)

BIDDER'S GRAND TOTAL: _____
Two Million Nine Hundred Forty One Thousand One Hundred
Ninety Six Dollars and Fifty Cents

_____ (WORDS)

CONSTRUCTION PLANS - BID PROPOSAL

Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

	BID ITEM	UNIT	EST QTY	UNIT PRICE ($)	TOTAL ($)
1.0	**MOBILIZATION AND SITE PREPARATION**				
1.1	Mobilization and Project Sign	LS	1	$285,000.00	$285,000.00
1.2	Maintenance of Traffic	LS	1	$215,000.00	$215,000.00
1.3	Erosion and Sediment Control	LS	1	$89,000.00	$89,000.00
1.4	Lawn Sprinkler Restoration	LF	500	$20.00	$10,000.00
				Subtotal - General (1.1 - 1.8)	$599,000.00
2.0	**EARTHWORK**				
2.1	Demolition	LS	1	$163,300.00	$163,300.00
2.2	Sod	SF	5,000	$4.00	$20,000.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	$7.00	$30,100.00
				Subtotal - Earthwork (2.1 - 2.3)	$213,400.00
3.0	**PAVING AND MARKING**				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	$254.00	$266,700.00
3.2	**(2")** ~~1-1/2~~" Mill and Resurfacing (~~SP12.5~~) **(SP 9.5)**	SY	3,900	$40.00	$156,000.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	$43.00	$34,400.00
3.4	6" Header & D Curb	LF	1,430	$54.50	$77,935.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	$55.00	$24,750.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	$58.50	$35,100.00

ADDENDUM #4

3.7	Driveway Replacement (Brick)	SF	6,600	$10.00	$66,000.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	$15.50	$69,750.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	$14.00	$2,800.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	$350.00	$12,250.00
3.11	Ring & Cover Adjustments	EA	6	$1,100.00	$6,600.00
3.12	Valve Box Adjustments	EA	3	$700.00	$2,100.00
	Subtotal - Paving and Marking (3.1 - 3.12)				$754,385.00
	SUBTOTAL (1.0, 2.0, and 3.0)				$1,566,785.00
	Total – 1 0% Contingency				$156,678.50
	TOTAL (1.0, 2.0, and 3.0)				$1,723,463.50

	MISCELLANEOUS ITEMS				
4.0	**Johns Pass Parking Lot**				
4.1	Mobilization	LS	1	$50,000.00	$50,000.00
4.2	(2")~~1-1/2~~" Mill and Resurfacing ~~(SP12.5)~~ (SP 9.5)	SY	5674	$31.00	$175,894.00
4.3	Leveling Course (~~SP12.5~~) (SP 9.5)	SY	250	$41.00	$10,250.00
4.4	Wheel Stop (new to replace broken)	EA	20	$187.00	$3,740.00
4.5	Remove & Reuse Wheel Stop	EA	129	$90.00	$11,610.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	$21.00	$19,950.00
4.7	Stripping White (Thermo)	LF	5000	$3.00	$15,000.00
4.8	ADA Stall Striping (7)	EA	7	$90.00	$630.00
	Subtotal - Johns Pass Parking Lot (4.1 - 4.8)				$287,074.00
	Miscellaneous Items				
5.0	**Boca Ciega Ave & 131st Ave E**				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	$5,000.00	$5,000.00
5.2	~~Sand layer 2" inches~~ 30x22 (Mirafi)	LS	1	$2,500.00	$2,500.00
5.3	6" Concrete panel – 3 side chaffers (660sf)	SF	~~4040~~	$21.00	$13,860.00
	Subtotal-Boca Ciega Ave & 131st Ave E (5.1 - 5.3)				$21,360.00
ADDENDUM #1					
6.0	**FDOT#**	**Beach Access Parking Lots Improvement**			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	$8.00	$13,680.00
6.2	120-1	EXCAVATION REGULAR	CY	60	$207.00	$12,420.00
6.3	160-4	STABILIZATION TYPE B	SY	360	$90.00	$32,400.00

ADDENDUM #4

6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	$90.00	$32,400.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	$9.50	$56,145.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	$230.00	$218,500.00
6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	$104.50	$6,270.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	$76.00	$9,120.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	$90.00	$7,200.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	$255.00	$8,160.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	$8.50	$918.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	$205.00	$3,485.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	$2.40	$8,160.00
6.14	**NA**	WHEEL STOPS, CONCRETE, F&I	EA	127	$165.00	$20,955.00
		Subtotal-Beach Access Parking Lots (6.1 – 6.14)			$429,813.00	
		SUBTOTAL (4.0, 5.0, and 6.0)			$738,247.00	
ADDENDUM #4						
OP	**OPTION A – ASPHALT**					
OP1	Resurfacing Asphalt SP 12.5		SY	16,534	$29.00	$479,486.00
		Subtotal-Option A -Asphalt SP 12.5(OP-1)			$479,486.00	
		OVERALL CONSTRUCTION COST			$2,941,196.50	

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

James Barnes
Printed Name

VP Estimating
Title

Kamminga & Roodvoets, Inc.
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of May, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, Inc. (name of Corporation/Entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

Notary Public

Delaney Marsonek
Printed Name

My Commission Expires: 9/17/25

NOTARY SEAL ABOVE

PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: 5/11/23

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MADEIRA BEACH by James Barnes - VP Estimating (print individual's name and title) for Kamminga & Roodvoets, Inc. (print name of entity submitting sworn statement) whose business address is 5219 Cone Rd, Tampa, FL 33610 and, (if applicable) its Federal Employer Identification Number (FEIN) is 38-1808100 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

Authorized Signature

James Barnes
Printed Name

VP Estimating
Title

Kamminga & Roodvoets, Inc.
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of May, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, Inc. (name of Corporation/Entity), personally known to me as described herein ___✓___, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

Notary Public

Delaney Marsonek
Printed Name

My Commission Expires: 9/17/25

NOTARY SEAL ABOVE

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 4, 2022

.

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
Marcus B. Tidey, Jr. .....Vice President
Bradley Kreider.....V.P. - Construction
Joanne Perschbacher.....Secretary/C.F.O.
Brad Tidey.....Assistant Secretary – FL Operations
Karl Klynstra.....V.P. Estimating
Daniel Ringnalda.....Assistant Secretary/Risk Manager
James Barnes.....V.P. Estimating

Joanne Perschbacher - Secretary

Memorandum

Meeting Details: June 14, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications – 2nd Reading & Public Hearing

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Background: Ordinance 2023-09 expands the distance of mailed public notices from 200 feet to 300 feet of the subject property for entering into, amending, or revoking a development agreement. The ordinance also clarifies that the Community Development Department will post and mail the public notice when the Development Agreement goes before the Planning Commission.

Discussion: Changing the public notice for entering into, amending, or revoking a development agreement mailing distance to properties within 300 feet would be the same as the public notice mailing requirements for other public hearing notices (land use and zoning changes, alcohol beverage applications, and variances). The Local Planning Agency (the Planning Commission) recommended approval of Ordinance 2023-12 and the first reading and public hearing before the Board of Commissioners occurred at the May 10, 2023, meeting.

Fiscal Impact:

Minor increase in mailing postage and staff time preparing extra mailing notices.

Recommendation(s):

Planning Commission and staff recommend approval of Ordinance 2023-09.

Attachments:

- Ordinance 2023-09
- Forward Pinellas Consistency Letter

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 86-144 (NOTIFICATION) OF ARTICLE IV (DEVELOPMENT AGREEMENTS) OF CHAPTER 86 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR NOTICE BY U.S. MAIL TO ALL PROPERTY OWNERS WITHIN 300 FEET IN ANY DIRECTION OF PROPERTY WHICH IS THE SUBJECT OF A PUBLIC HEARING CONSIDERING AN APPLICATION TO ENTER INTO, AMEND OR REVOKE A DEVELOPMENT AGREEMENT; PROVIDING THAT NOTICES SHALL BE POSTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Planning Department has reviewed the current provisions of Section 86-144 of Article IV (Development Agreements) of Chapter 86 (Administration) of the Code of Ordinances and has recommended that the notice provision therein be increased from 200 feet to 300 feet; and

WHEREAS, the recommendations of the Planning Department has been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 86-144 (Notification) of Article IV (Development Agreements) of Chapter 86 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 86-144. – Notification.

(a) When and at such time as an application for entering into, amending or revoking a development agreement is made, the ~~city clerk~~ Community Development Department shall post a notice of the time and place at which the planning

commission, local planning agency shall consider the subject matter at a public hearing a minimum of 15 days prior to the hearing. Notice of the intent to consider the application for entering into, amending or revoking a development agreement shall be advertised in a newspaper of general circulation and readership within the city at least seven days before the planning commission, local planning agency public hearing. At least 15 days prior to the planning commission, local planning agency public hearing, notice of intent to consider the application for entering into, amending or revoking a development agreement shall also be mailed by first class United States Mail to all property owners of record on the tax roll of the year within which the case is being heard within ~~200~~300 feet in any direction of the property which is the subject matter of the application. Additionally, the notice of intent shall be posted upon the property itself. All such notices of intent to consider the application for entering into, amending or revoking of the development agreement shall specify the location of the land(s) subject to the application, the development uses proposed on the property(ies), the proposed population densities and the proposed building intensities and height and a statement that provides that the board of commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development regulations that is otherwise authorized to be waived, varied or granted by the land development regulations. All such notices of intent shall also specify a place where a copy of the proposed development agreement can be obtained. The day, time and place at which the board of commissioners will conduct a second public hearing on the application to enter into, amend or revoke a development agreement shall be announced at the first public hearing held before the planning commission, local planning agency. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding on the application.

(b) After completion of the first public hearing before the planning commission, local planning agency regarding an application for entering into, amending or revoking a development agreement, the ~~city clerk~~ Community Development Department shall post a notice of the time and place at which the board of commissions shall consider the subject matter at a second public hearing a minimum of 15 days prior to the hearing. Notice of the intent to consider the application for entering into, amending or revoking a development agreement shall be advertised in a newspaper of general circulation and readership within the city at least seven days before the board of commissioners public hearing. Additionally, the notice of intent shall be posted upon the property itself. All such notices of intent to consider the application for entering into, amending or revoking of the development agreement shall specify the location of the land(s) subject to the application, the development uses proposed on the properties, the proposed population densities and the proposed building intensities and height and a statement that provides that the board of commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development

regulations that is otherwise authorized to be waived, varied or granted by the land development regulations. All such notices of intent shall also specify a place where a copy of the proposed development agreement can be obtained. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding on the application.

Section 2. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 3. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

Linda Fisher

Linda Fisher
Principal Planner

Memorandum

Meeting Details: June 14, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee – 2nd Reading & Public Hearing

Background:

The proposed Ordinance 2023-10 removes the exact fee amount for alcoholic beverage applications from the Madeira Beach Code of Ordinances. Instead, the City's Fees & Collection Procedure Manual will determine the cost of an alcoholic beverage permit application.

Discussion:

By referencing the City's Fees & Collection Procedure Manual instead of stating the exact fee amount, the alcoholic beverage permit application fee can be adjusted without needing to change the fee amount within the Code. The Local Planning Agency (the Planning Commission) recommended approval of Ordinance 2023-12 and the first reading and public hearing before the Board of Commissioners occurred at the May 10, 2023, meeting.

Fiscal Impact:

The ability to adjust the alcohol beverage permit application without amending the Code will save on staff time and notices to amend the Code and make it easier to adjust costs.

Recommendation(s):

Planning Commission and staff recommend approval of Ordinance 2023-10.

Attachments:

- Ordinance 2023-10
- Forward Pinellas Consistency Letter

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 110-531, 110-533 AND 110-539 OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFER TO THE CITY'S FEES & COLLECTION PROCEDURE MANUAL FOR THE COST OF AN ALCOHOLIC BEVERAGE PERMIT APPLICATION FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff is recommending that the Board of Commissioners of the City of Madeira Beach, Florida, amend Sections 110-531, 110-533 and 110-539 of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) to refer to the City's Fees & Collection Procedure Manual for the cost of an alcoholic beverage permit application fee; and

WHEREAS, the recommendations of staff have been found meritorious by the Planning Commission and the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That subparagraph (6) of Section 110-531 (Application for Zoning of Lot for Sale of Alcoholic Beverages) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

(6) Payment of ~~a~~the non-refundable ~~$500.00~~ application fee listed in the Fees & Collection Procedure Manual.

Section 2. That subparagraph (b) of Section 110-533 (Reconsideration of Alcoholic Beverage Zoning) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

(b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit his application for such alcoholic beverage zoning to the city manager or his designate in the usual manner and pay the ~~$500.00~~ application fee listed in the Fees & Collection Procedure Manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.

Section 3. That subparagraph (b) of Section 110-539 (Application Processing and Fees) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

(b) The city manager is authorized to charge ~~an~~ the application fee ~~of $500.00~~ listed in the Fees & Collection Procedure Manual for processing the application.

Section 4. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 5. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

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April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

Linda Fisher

Linda Fisher
Principal Planner

Memorandum

Meeting Details: June 14, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 2nd Reading & Public Hearing

---

Background: Ordinance 2023-11 amends the Madeira Beach Comprehensive Plan and Data Analysis. Local governments are required to update their Comprehensive Plan through the Evaluation and Appraisal Report (EAR) process every five to seven years to be consistent with current Florida Statutory requirements.

Discussion: Amendments to the Comprehensive Plan must go before the Local Planning Agency (Planning Commission) and the Board of Commissioners (BOC) for reading and public hearing before transmitting to the State for review prior to local adoption. On January 9, 2023, the Planning Commission reviewed and recommended approval of Ordinance 2023-11 with the inclusion of a definition for land development regulations. The BOC approved Ordinance 2023-11 on first reading and public hearing on February 8, 2023. After the first public reading and hearing at the BOC meeting, the Ordinance was transmitted to the Florida Department of Economic Opportunity (March 1, 2023) and other statewide agencies for review.

On April 28, 2023, the city received the Objections, Recommendations, and Comments Report letter from the Florida Department of Economic Opportunity which stated no objections to Ordinance 2023-11. The city received a comment suggestion from the Southwest Florida Water Management District (SWFWMD) related to the Ten-Year Water Supply Facility Work Plan. In response to the SWFWMD comment, Policy 7.2.1.8 in the Madeira Beach Comprehensive Plan was added to adopt the Demand Analysis and Supply Analysis from the SWFWMD Tampa Bay Region Community Planning Pages, and the Demand Analysis

and Supply Analysis tables were added into the Madeira Beach Comprehensive Plan Data and Analysis. The Infrastructure Element (Section 7.0) in the Madeira Beach Comprehensive Plan was also modified to reference the 2020 Regional Water Supply Plan and Pinellas County's 10-year Water Supply Facilities Work Plan. The references for maps in both the Madeira Beach Comprehensive Plan and Madeira Beach Comprehensive Plan Data and Analysis were updated before the second reading of Ordinance 2023-11. The changes from first reading to second reading are not substantial and do not qualify for an additional reading and public hearing.

Fiscal Impact: N/A

Recommendation(s): Planning Commission and staff recommend adopting Ordinance 2023-11.

Attachments:

Ordinance 2023-11 and Exhibit A, EAR-based Amendments included in a complete Comprehensive Plan

Revised Data and Analysis

Response from DEO and other State Agencies

Response from Forward Pinellas

Response From Tampa Bay Regional Planning Council

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ADOPT THE CHANGES IDENTIFIED IN THE REGULARLY SCHEDULED EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Madeira Beach was adopted on May 27, 2008, and was subsequently amended by Ordinance 1179 on July 10, 2012, Ordinance 2014-09 on November 12, 2014, and Ordinances 2016-08, 2016-09, and 2016-10 on October 11, 2016, and Ordinance 2020-21 on April 14, 2021; and

WHEREAS, Florida's 2011 Community Planning Act lifted state-mandated requirements for transportation concurrency management and level of service standards, while encouraging the coordination of planning and growth management activities among local governments, metropolitan planning organizations, regional and state agencies; and

WHEREAS, Florida Statutes Section 163.3191 mandates the evaluation and appraisal of each local government's comprehensive plan at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements in Florida Statutes Chapter 163, Part II, since the last update of the comprehensive plan; and

WHEREAS, The Board of Commissioners adopted Ordinance 2016-09 on October 11, 2016 to amend the Conservation and Coastal Management Element of the Comprehensive Plan to, inter alia, comply with the requirements of Florida Statutes Subsection 163.3178(2)(f); and

WHEREAS, the Board of Commissioners adopted Ordinance 2020-21 on April 14, 2021 providing for, inter alia, renumbering and reorganization of, and more accessible language in the Comprehensive Plan; and

WHEREAS, The Board of Commissioners adopted Ordinance 2022-18 on September 14, 2022 to amend the Comprehensive Plan to include a Property Rights Element to comply with the requirements of Florida Statutes Subsection 163.3177(6)(i)1.

WHEREAS, the City seeks to rephrase some of the goals, objectives, policies, and strategies in the Comprehensive Plan elements undergoing these revisions to make the language of the Plan more accessible to the general public; and

WHEREAS, on October 17, 2022, November 7, 2022, November 28, 2022, December 5, 2022, and January 9, 2023, the City of Madeira Beach Planning Commission in their role as the Local Planning Agency conducted public meetings and accepted public input regarding the proposed changes to the Comprehensive Plan to comply with the statutorily-mandated Evaluation and Appraisal of the Comprehensive Plan; and

WHEREAS, on January 9, 2023, the City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the proposed changes to the Comprehensive Plan to comply with the statutorily-mandated Evaluation and Appraisal of the Comprehensive Plan and provided its recommendation to the Board of Commissioners; and

WHEREAS, the City of Madeira Beach Board of Commissioners has considered the Planning Commission's recommendations and received input from the public at two public hearings

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA:

Section 1. That the City of Madeira Beach Comprehensive Plan is amended and will read as follows:

See attached

"**Exhibit A**"

Section 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same will be stricken an the remainder of the Ordinance will continue in full force.

Section 4. Pursuant to Subsection 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, is 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this

amendment is effective on the date the state land planning agency, or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before this amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution will be sent to the state land planning agency.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

_____

James "Jim" Rostek, Mayor

ATTEST:

_____

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

EXHIBIT A

CITY OF MADEIRA BEACH

COMPREHENSIVE PLAN

[EAR Draft]

[Month, Day] 2023

~~Adopted May 27, 2008~~

~~Prepared by~~
~~The Gail Easley Company~~
~~in Conjunction with the~~
~~Pinellas Planning Council~~

Comprehensive Plan of the City of Madeira Beach
Adopted ~~May 27, 2008~~[TBD]

TABLE OF CONTENTS

Section		Page
1.0	EXECUTIVE SUMMARY	2
2.0	PUBLIC PARTICIPATION PROGRAM	2
3.0	COMPREHENSIVE PLAN ELEMENTS	3
3.1	DEFINITIONS	3
3.2	INTRODUCTION	5
4.0	FUTURE LAND USE ELEMENT	5
5.0	MOBILITY ELEMENT	24
6.0	HOUSING ELEMENT	34
7.0	INFRASTRUCTURE ELEMENT	37
8.0	CONSERVATION AND COASTAL MANAGEMENT ELEMENT	40
9.0	RESERVED	53
10.0	CULTURE AND RECREATION ELEMENT	54
11.0	INTERGOVERNMENTAL COORDINATION ELEMENT	58
12.0	RESERVED	63
13.0	CAPITAL IMPROVEMENTS ELEMENT	64
14.0	PUBLIC SCHOOL FACILITIES ELEMENT	74
15.0	PROPERTY RIGHTS ELEMENT	77

Amendments:		
Ordinance	1179	July 10, 2012
Ordinance	2014-09	November 12, 2014
Ordinance	2016-08	October 11, 2016
Ordinance	2016-09	October 11, 2016
Ordinance	2016-10	October 11, 2016
Ordinance	2020-21	April 14, 2021
Ordinance	2022-18	September 14, 2022
Ordinance	2023-11	TBD

1.0 EXECUTIVE SUMMARY

The City of Madeira Beach conducted an evaluation and appraisal of ~~its~~ this ~~comprehensive~~ Comprehensive ~~plan~~ Plan ~~in~~ (EAR) from 2019 through 2023~~2006 and 2007~~. ~~A number of r~~Recommendations resulted from that evaluation process~~. These recommendations~~ and formed the basis for ~~an~~ amending ~~the e~~this Comprehensive ~~plan~~Plan. ~~The~~ This amendment to the ~~comprehensive~~ Comprehensive ~~plan~~ Plan ~~presented herein is an~~ update~~s of~~ the entire plan, addressing ~~not only~~ the recommendations from the evaluation process, ~~but also reorganization of the comprehensive plan to eliminate duplications. R~~revisions ~~are provided~~ to ensure consistency with ~~the~~ Forward Pinellas ~~Planning Council~~~~County~~ Countywide Plan Rules and the Florida Statutes. ~~The adopted portion of this document is Section 3.0, Goals, Objectives, and Policies, together with Map LU-4, Future Land Use and Transportation.~~

2.0 PUBLIC PARTICIPATION PROGRAM

The City ensures all participation and procedural requirements of the Florida Statutes are followed. This process began with the Evaluation and Appraisal of the current Comprehensive Plan by the City Planning Commission in their role as the Local Planning Agency (LPA). During this process, citizens had opportunities to review and comment on the evaluation of, and the proposed changes to this Comprehensive Plan.

This document contains a proposed amendment to the Comprehensive Plan to implement recommendations of the EAR. The process for considering, transmitting, and adopting the amendment includes LPA workshops and public hearings.

10/17/2022	LPA Workshop/hearing
11/07/2022	LPA Workshop/hearing
11/28/2022	LPA Workshop/hearing
12/05/2022	LPA Workshop/hearing
01/09/2023	LPA Workshop/Transmittal hearing
01/25/2023	Board of Commissioners Workshop
02/08/2023	Transmittal hearing by the Board of Commissioners

~~05/27/2008~~TBD ——Adoption hearing by the Board of Commissioners

3.0 COMPREHENSIVE PLAN ELEMENTS

3.1 DEFINITIONS

As used in this Comprehensive Plan:

"Ancillary Non-residential Use" means off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous, non-residential uses.

"Board of Commissioners" means the City of Madeira Beach Board of Commissioners of the City of Madeira Beach.

"Building area" means the total building area within the City according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA or Total Living (Heated) Area SF in the Pinellas County Property Appraiser's Geographic Information System.

"Capital improvement" means physical assets, identified as existing, ongoing, or projected needs in this Comprehensive Plan, constructed or purchased to provide, improve, or replace improved municipal facilities and services.

"Capital Improvements Program (or CIP)" means the schedule of capital improvements and projects necessary to ensure that adopted level-of-service standards are achieved and maintained for the proceeding 5-year period identified as either funded or unfunded, and given a level of priority for funding.

"City" means the City of Madeira Beach.

"Coastal Storm Area" means the area that includes the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

"Comprehensive Plan" means this City of Madeira Beach Comprehensive Plan as formally adopted by the Board of Commissioners.

"Density" means the measure of permitted residential development expressed as a maximum number of dwelling units per gross acre of land area, excluding public road rights-of-way and submerged lands.

"Development (and redevelopment)" means any building or mineral extraction activity, the making of any material change in the use or appearance of any structure or land, or the dividing, recombination, or subdividing of land lots or parcels.

"Development permit" means any building permit, certification, rezoning, special exception, subdivision approval, variance, zoning permit, or any other official action of the City having the effect of permitting the development of land.

"Floor Area Ratio (FAR)" means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

"Goal" means the long-term end toward which programs or activities are ultimately directed.

"Impervious Surface Ratio (ISR)" means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

"Improved municipal culture and recreation facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's culture and recreation services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"Improved municipal facilities and services" means the capital improvements and the operations and personnel associated with the delivery and public use of those capital improvement, e.g., culture and recreation, mobility, and public safety.

"Improved municipal mobility facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's mobility services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"Improved municipal public safety facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's public safety services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"**Land development regulations"** means ordinances enacted by the Board of Commissioners for the regulation of any aspect of development and includes any City zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, as provided in Section 163.3164, Florida Statutes.

"Level of service" means an indicator of the extent of service provided by, or proposed to be provided by, a facility based on the operating characteristics of the facility.

"Level-of-service standard" indicates the capacity per unit of demand for a given group of improved municipal facilities and services.

"Objective" means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

~~**"Plan"** means this City of Madeira Beach Comprehensive Plan as formally adopted by the Board of Commissioners.~~

"Policy" means the way that programs and activities are conducted to achieve a goal.

"Roadway" means a state- or county-maintained right-of-way.

"Strategy" means an approach to implementing a policy to achieve a goal.

"Street" means a City-maintained right-of-way.

3.2 INTRODUCTION

All elements of this Comprehensive Plan, with their respective goals, objectives, policies, and strategies are provided in the following Sections. Text proposed for deletion is ~~shown~~ indicated in strikethrough. Text proposed for addition is ~~shown~~ indicated with underlining. ~~The map is the combined Future Land Use and Future Transportation Map (Map LU-4). All officially adopted maps are provided at the end of this Comprehensive Plan.~~ The Madeira Beach Comprehensive Plan Maps are located in Madeira Beach Comprehensive Plan Data and Analysis 6.0 APPENDICES. The maps included are 6.1a Madeira Beach Future Land Use Map, 6.1b Madeira Beach Roadway Network Map, 6.1c Madeira Beach Public Transit Map, 6.1d Madeira Beach Active Transportation Map, 6.1e Madeira Beach Coastal High Hazard Area Map, and 6.1f Madeira Beach Environmental Map.

4.0 FUTURE LAND USE ELEMENT

GOAL 4.1: ENSURE THAT THE RESIDENTIAL/FAMILY AND BEACH COMMUNITY CHARACTER OF THE CITY OF MADEIRA BEACH IS MAINTAINED AND PROTECTED WHILE:

MAXIMIZING THE POTENTIAL FOR ECONOMIC BENEFIT RESULTING FROM THE TOURIST TRADE AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY CITIZENS AND VISITORS;

MINIMIZING THE THREAT TO HEALTH, SAFETY, AND WELFARE POSED BY HAZARDS, NUISANCES, INCOMPATIBLE LAND USES, AND

ENVIRONMENTAL DEGRADATION; –MAXIMIZING LAND DEVELOPMENT ~~WHICH~~ THAT RESPECTS NECESSARY ECOLOGICAL FUNCTIONS AND SUITABILITY FOR URBAN DEVELOPMENT;

PRESERVING OR IMPROVING THE COMMUNITY'S NATURAL RESOURCES AND VALUABLE AMENITIES;

ENCOURAGING AN ORDERLY AND AESTHETIC MIX OF LAND USES BY ALLOWING NEW DEVELOPMENT AND REDEVELOPMENT THAT WILL ENHANCE AND PROTECT THE CITY'S EXISTING CHARACTER; AND

PROVIDING A COMPREHENSIVE PLAN THAT IS FLEXIBLE AND INCORPORATES CHANGING COMMUNITY VALUES AND ATTITUDES.

Objective 4.1.1:
Ensure that redevelopment and new development occurs in planned areas at the appropriate densities and intensities as indicated on, and consistent with the 6.1a Madeira Beach Future Land Use Map. ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.1.1:
The ~~City of Madeira Beach hereby adopts those~~ future land use plan categories identified and defined in this policy ~~as those which shall~~ govern residential development within the City~~community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative Code~~. These future land use plan categories ~~shall be~~are consistent with primary and secondary uses and maximum intensity standards listed in the Forward Pinellas ~~County~~Planning Council Countywide ~~Plan~~ Rules, except as specifically modified herein.

RESIDENTIAL:

Residential Urban (RU), density of 0 to 7.5 residential units per acre, excluding residential equivalent uses and institutional uses.

Residential Medium (RM), density of 0 to 15.0 residential units per acre, excluding residential equivalent uses and institutional uses.

Policy 4.1.1.2:
The ~~City of Madeira Beach hereby adopts those~~ future land use plan categories identified and defined in this policy ~~as those which shall~~ govern mixed-use development within the City~~community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative Code~~. These future land use plan categories ~~shall be~~are consistent with primary and secondary uses and maximum density and intensity standards listed in the Forward Pinellas ~~Planning Council County~~ Countywide ~~Plan~~ Rules, except as specifically modified herein.

MIXED USE:

Resort Facilities Medium (RFM), with a residential density of 0 to 18 units per acre and temporary lodging with maximum density and intensity standards ~~as shown~~ in ~~the table~~ Table 4.0, below. With an approximate percentage distribution of 70 to 100 percent residential uses, 0 to 20 percent nonresidential uses, and 0 to 10 percent "other" uses. RFM ~~shall~~ does not ~~include~~ allow residential equivalent uses.

Temporary Lodging Density and Intensity Standards for the RFM future land use plan category are as follows, subject to ~~the~~ specific standards ~~to be set forth~~ provided in a Development Agreement ~~as provided for in~~required by the City's land development regulations.

Table 4.0

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	45	1.0	0.85
Between one acre and three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

Resort Facilities ~~high~~ High (RFH), with a residential density of 0 to 15 dwelling units per acre and temporary lodging with maximum density and intensity standards as shown in ~~the table~~ Table 4.1, below, with an approximate percentage distribution of 70 to 100 percent temporary lodging uses, 0 to 20 percent tourist-related commercial uses, and 0 to 10 percent residential uses. RFH ~~shall~~ does not include residential equivalent uses.

All applications for the ~~Resort Facilities high~~RFH future land use plan category ~~shall~~ require corresponding rezoning of the subject property to the PD, Planned Development zoning district pursuant to the procedures and requirements of the PD district ~~set forth~~provided in the City's land development regulations.

Temporary Lodging ~~Density~~ density and intensity ~~Standards~~ standards for the RFH future land use plan category are as follows, subject to the specific standards ~~to be set forth~~provided in a Development Agreement ~~as provided for in~~required by the City's land development regulations.

Table 4.1

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	75	2.0	0.95

Between one acre and three acres	100	3.0	0.95
Greater than three acres	125	4.0	0.95

Residential/Office/Retail (R/O/R), with a residential density of 0 to 18 units per acre and a temporary lodging density of up to 45 units per acre with a maximum FAR of 1.0 and an ISR of 0.85 and a percentage distribution of 30 to 50 percent residential uses, 30 to 60 percent nonresidential uses, and 0 to 20 percent "other" uses. R/O/R willshall not include residential equivalent, research/development, and light manufacturing/assembly uses.

Planned Redevelopment – Mixed Use (PR-MU), -The purpose of this category is to depict those areas that are developed with a collection of temporary lodging, residential, office, and commercial uses, along corridors, adjacent to neighborhoods, or within distinct areas that are interrelated and complimentary. This category should is intended to facilitate infill development and redevelopment of these areas to create a desirable mix of non--residential and residential uses by promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area's character, uses, and transportation facilities.

The uses, development standards, density/intensity standards, and locational characteristics associated with this category must be set forth in, a Special Area Plan approved by the Board of Commissioners. The Special Area Plan (and any substantive changes to an approved special area planSpecial Area Plan) shall beare subject to review by and approval of the Countywide Planning Authority upon recommendation of the Pinellas Planning Council pursuant to the applicable Countywide Plan Rules. Each Special Area Plan shall establishes the density, intensity, and mix of permitted uses, and shall must include, at a minimum, information addressing the requirements for Special Area Planspecial area plans or their equivalent as set forth inrequired by the Countywide Plan Rules.

Policy 4.1.1.3:
The City of Madeira Beach hereby adopts those future land use plan categories identified and defined in this policy as those which shall govern commercial and other uses within the community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative CodeCity. These future land use plan categories shall beare consistent with primary and secondary uses and maximum intensity standards listed in the Forward Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.

COMMERCIAL

Commercial General (CG), with a density of 0 to 15 residential units per acre for multifamily dwellings and a temporary lodging density of up to 60 units per acre with a

maximum floor area ratio (FAR) of 1.2 and impervious surface ratio (ISR) of 0.9. CG ~~shall~~ does not ~~include~~ allow residential equivalent uses.

PUBLIC / SEMI-PUBLIC

Recreation/Open Space, (R/OS), with a maximum FAR of 0.25. R/OS ~~shall exclude~~does not allow golf course/clubhouse uses and ~~shall~~ does not allow the transfer of development entitlements or rights.

Preservation (P), with a maximum FAR of 0.1. The preservation future land use plan category ~~shall~~ does not allow the transfer of development entitlements or rights.

Institutional (I), with a density of 0 to 10 residential units per acre ~~(residential equivalent use shall not exceed 2.0 to 3.0 beds per dwelling unit)~~, with a maximum FAR of 0.65 and ISR of 0.7. Institutional uses ~~shall~~ do not include residential equivalent uses.

Transportation/Utility (T/U), with a maximum FAR of 0.7 and ISR of 0.7.

Policy 4.1.1.4:
Zoning districts that define specific uses and development densities and intensities implementing these future land use plan categories ~~designations~~ ~~shall be~~are included within the City of Madeira Beach land development regulations.

Objective 4.1.2:
~~Future~~ New development and redevelopment ~~shall be~~is managed ~~through the~~by ~~implementation~~ implementing and ~~enforcement~~ enforcing of the land development regulations ~~as codified by the City of Madeira Beach~~ consistent with this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.2.1:
The land development regulations ~~shall~~ contain administrative provisions:

- For the division of lots, the use of land, the protection of environmentally sensitive lands, and flood hazard safety;
- ~~Which~~ That implement guidelines for the administration of those future land use plan categories adopted ~~for~~ by the City of Madeira Beach;
- Ensuring that applications for development approval are subject to site plan review, except for single-family, duplex, and triplex dwelling units;
- Ensuring that all development is consistent with ~~those coastal construction~~ regulations adopted ~~and/or amended~~ by the State of Florida, Pinellas County,

and other agencies with jurisdictional responsibilities for coastal construction, as amended;

- Ensuring that ~~drainage and stormwater management is based on the~~ minimum criteria established by the Southwest Florida Water Management District and other governmental agencies with jurisdictional responsibilities for drainage and stormwater management, as amended; and

- Ensuring that all development is consistent with local and state regulations adopted to participate in the National Flood Insurance Program ~~regulations~~.

Policy 4.1.2.2:
The land development regulations ~~shall~~ contain design provisions:

- Ensuring compliance with the stormwater requirements of the Southwest Florida
- Water Management District~~,~~ for the permitted use of either vegetated swales in conjunction with retention ponds or sand filtration and catchment systems where space prohibits the use of retention ponds;

- For drainage and stormwater management, open space, safe and convenient on-site traffic flow, parking, and signage;

- Ensuring the compatibility of adjacent land uses and ~~provide~~ providing for adequate and appropriate buffering;

- Encouraging the use of native vegetation in the landscaping of multifamily and commercial developments;

- Designed to direct water flows along natural drainage courses and through natural terrain;

- ~~To provide that~~Requiring new development stormwater runoff is routed to protect neighboring property and minimize ecological damage. Compliance with this requirement ~~shall~~ must be demonstrated by the developer during site plan review; and
- Promoting land development ~~which~~ that highlights scenic amenities and ensures public access to the waterfront.

Policy 4.1.2.3:
The land development regulations ~~shall~~ contain stormwater management provisions:

- Ensuring that surface cover vegetation loss during construction is minimized and/or replaced to reduce erosion and flooding;

- To provide that the developer/owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes, and pollutant loads are minimized and do not exceed pre-development conditions;

- To provide that impervious surfaces are minimized;

- To provide that future drainage outfalls associated with either new development or redevelopment~~, shall be~~ are designed ~~so as~~ to prevent, to the extent practicable, the direct discharge of runoff into the Intracoastal Waterway or the Gulf of Mexico; and

- To provide that roadways, pipe systems, and stormwater ~~sewers~~ management systems are designed to avoid the alteration of vital habitat areas and minimize interference with ~~the~~ surface water or groundwater flow.

Policy 4.1.2.4:
The land development regulations ~~shall~~ contain provisions for development of innovative techniques aimed at preserving the access to and views of the beach by residents of and visitors to this community.

Policy 4.1.2.5:
The City ~~shall~~ will comply with all county, state, and federal regulations governing hurricane evacuation, provision of public beach access, provision of infrastructure in the Coastal Storm Area, regulation of stormwater drainage, protection of wetland vegetation, and protection of species with special status.

Objective 4.1.3:
Because Madeira Beach lies within the Coastal Storm Area, the City ~~shall~~ will limit public expenditures that support development, except ~~for~~ restoration or enhancement of natural resources, ~~the~~ maintenance or repair of existing infrastructure, or facilities determined by the Board of Commissioners to be an overriding benefit to the City.

Policy 4.1.3.1:
The ~~City of Madeira Beach shall recognize the~~ Coastal High Hazard Area is recognized as that portion of the community below the elevation of the category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. However, the Coastal High Hazard Area defined by the Forward Pinellas ~~Planning Council~~~~County~~ Countywide ~~Plan~~ Rules and defined by this Comprehensive Plan and in Policy 4.1.3.2 as the Coastal Storm Area ~~shall be~~ is the

regulatory standard for the City ~~of Madeira Beach~~ and ~~shall be~~is indicated~~depicted~~ on the ~~Future Land Use Map LU-4~~ 6.1e Madeira Beach Coastal High Hazard Area Map.

Policy 4.1.3.2:
The ~~City defines the~~ Coastal Storm Area as the area that includes the following: the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

Policy 4.1.3.3:
The Coastal Storm Area as ~~depicted~~ indicated on ~~Map LU-4~~ the 6.1e Madeira Beach Coastal High Hazard Area Map of this ~~comprehensive~~ Comprehensive ~~plan~~Plan, is consistent with the Forward Pinellas ~~Planning Council~~ Countywide ~~Plan~~ Rules, and is the area within ~~Madeira Beach~~the City where coastal development regulations apply.

Policy 4.1.3.4:
The City ~~shall~~ will not support or finance new local transportation corridors that would encourage further growth or higher permanent population densities within the Coastal Storm Area beyond that anticipated in this ~~comprehensive~~ Comprehensive ~~plan~~Plan, although existing corridors may be maintained or improved as necessary to protect the health, safety, and welfare of ~~residents~~the community.

Policy 4.1.3.5:
The City ~~shall~~ will not support sewer and water line extensions or expansions that would encourage further growth or higher permanent population densities within the Coastal Storm Area, except as anticipated within this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.3.6:
Recognizing that the community is located primarily within the Coastal Storm Area and the 100-year floodplain, the City ~~shall adopt and~~will strictly enforce all appropriate federal, state, and local coastal construction codes, coastal setback requirements, the Coastal Construction Control Line, facility siting restrictions, and floodplain management regulations.

Policy 4.1.3.7:
Special care facilities, such as hospitals and nursing homes, ~~shall not be located~~are prohibited in the Coastal Storm Area. Assisted living facilities are discouraged in the Coastal Storm Area unless adequate provisions for safe and efficient evacuation and shelter are ensured.

Objective 4.1.4:

Due to its location in the Coastal Storm Area, the City ~~shall~~ will not increase permanent densities above those established in this ~~comprehensive~~ Comprehensive ~~plan~~Plan, as ~~delineated~~ indicated by with the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.4.1:
~~The City shall m~~Maintain or reduce allowable permanent density in the Coastal Storm Area, consistent with the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.4.2:
~~The City of Madeira Beach shall c~~Continue to implement growth management standards limiting development to currently planned densities and intensities within the Coastal Storm Area, consistent with the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.4.3:
~~The City shall c~~Continue to seek opportunities for public land acquisition and management for recreation, conservation, and preservation areas within the Coastal Storm Area.

Policy 4.~~1~~.4.4
~~The City shall r~~Review federal and state development projects ~~which are to be located~~proposed within the City, and support those ~~which~~ that are consistent with this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Objective 4.1.5:
~~The City shall e~~Ensure that ~~future~~ new development and redevelopment occurs in accordance with the adopted 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.5.1:
~~The City shall m~~Maintain a population level based upon the availability, accessibility, and adequacy of existing and planned public facilities and services, including coordination of development with the availability of water supply.

Policy 4.1.5.2:
~~The City shall p~~Provide public and semi-public facilities and services ~~and~~ to commercial land uses in accordance with the demand for such facilities and uses generated by existing and~~/or future~~ new residential development and redevelopment.

Policy 4.1.5.3:
Ensure the scale of proposed development ~~shall be~~is appropriate to the level of accessibility with more intensive development located in those areas with higher accessibility.

Policy 4.1.5.4:
Ensure development and redevelopment ~~shall~~ maximize scenic amenities and cultural facilities and provide for public access.

Policy 4.1.5.5:
Promote pedestrian-oriented areas within concentrated development and activity areas.

Policy 4.1.5.6:
Reduce conflicts between traffic movement and Intracoastal Waterway bridge openings.

Policy 4.1.5.7:
Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

Objective 4.1.6:
~~The City shall a~~Assist property owners in the identification, preservation, and protection of historical and architecturally significant archaeological sites, housing, and structures~~, and archaeological sites, should~~ as they ~~be~~ are identified ~~in the future~~.

Policy 4.1.6.1:
~~By providing referral to the appropriate governmental agency (ies), the City shall a~~Assist property owners in ~~the identification~~ identifying~~of~~ historically significant archaeological sites, housing, and structures ~~and archaeological sites~~by providing referral to the appropriate governmental agency-(ies).

Policy 4.1.6.2:
~~The City shall r~~Refer property owners of historically significant archaeological sites, housing, and structures~~or architecturally significant structures and archaeological sites~~ to Pinellas County for assistance in applying for and utilizing state and federal assistance programs.

Policy 4.1.6.3:
Through the site plan review process, ~~the City shall~~ ensure that all new development~~/~~-and redevelopment occurring in the area of known ~~historically or architecturally significant~~ historically significant archaeological sites, housing, and structures~~structures or archaeological sites~~ is consistent with protection measures recommended by the Florida Department of State.

Objective 4.1.7:
~~The~~ Maintain the integrity and quality of life, as exhibited by the continuation of the city's beach community, family-oriented, residential character~~, will be maintained~~ in residential neighborhoods.

Policy 4.1.7.1:
~~The City shall e~~Encourage a balanced land use mix providing for a variety of housing styles, densities, and access to services and open space.

Policy 4.1.7.2:
Encourage ~~Residential~~ residential developments designed to meet the housing needs of varying income level households ~~shall be encouraged~~.

Policy 4.1.7.3:
~~The City shall e~~Ensure that existing residential land uses are protected from the encroachment of incompatible activities; likewise, protect other land uses ~~shall be protected~~ from the encroachment of incompatible residential activities.

Policy 4.1.7.4:
~~Land~~ Future land development patterns ~~shall~~ must recognize and support the preservation of residential neighborhoods.

Policy 4.1.7.5:
~~The City shall e~~Enforce provisions ~~whereby~~ requiring residential land uses ~~are~~ be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, noise, and deterioration of structures.

Policy 4.1.7.6:
Residential land uses ~~shall~~ must be compatible with the type and scale of surrounding land uses.

Policy 4.1.7.7:
Require ~~Buffering~~ buffering and open space ~~requirements with~~in residential land uses ~~shall be required~~, as appropriate.

Policy 4.1.7.8:
~~The City shall e~~Enforce procedures ~~which~~ that enhance the quality of existing housing stock and neighborhoods and promote the revitalization of older areas where conditions warrant.

Objective 4.1.8:
Commercial and mixed-use development compatible with environmental and economic resources ~~shall~~ must be~~occur in a~~ planned ~~fashion and shall be~~ consistent with this Comprehensive Plan, 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation and~~ the ~~city~~ land development regulations, and ~~will~~ be in keeping with the needs and character of the community and its surrounding area.

Policy 4.1.8.1:
~~The City shall e~~Enforce ~~provisions whereby~~requirements that encourage mixed-use development within the Residential/Office/Retail future land use plan category ~~is encouraged~~ and discourage single-use developments ~~shall be discouraged~~.

Policy 4.1.8.2:
~~The City shall e~~Ensure that within any mixed-use development proper separation and buffering ~~shall be~~is required and maintained between residential and nonresidential land uses and ~~shall be~~is installed when a change of use or increase in intensity occurs.

Policy 4.1.8.3:
~~The City shall p~~Promote commercial development in areas where a projected demand for those uses exists, where the use is compatible with the surrounding area, and where existing or programmed facilities will not be overburdened, by matching planned commercial land uses to the projected demand for such commercial uses.

Policy 4.1.8.4:
Commercial land uses ~~shall~~ must be located~~, in a manner which~~ to ensure~~s the~~ compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities ~~shall~~ are not ~~be degraded~~ diminished ~~beyond~~ below the adopted level-of-service.

Policy 4.1.8.5:
Commercial facilities ~~shall~~ must be located ~~so as~~ to serve residential land uses without disrupting neighborhood quality of life.

Policy 4.1.8.6:
Commercial development west of Gulf Boulevard ~~shall be~~is limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.

Policy 4.1.8.7:
~~The City shall e~~Encourage tourist-related development and redevelopment to reflect the city's beach community character ~~of the City~~.

Policy 4.1.8.8:
~~The City shall e~~Enforce ~~provisions whereby~~requirements that tourist accommodations, at a density appropriate for each zoning district, are located in the Residential/Office/Retail ~~and~~, Resort Facilities Medium, and Resort Facilities High ~~and~~ future land use plan categories.

Policy 4.1.8.9:
~~Development~~ Prevent development of seasonal tourist facilities within the Resort Facilities Medium and Resort Facilities High future land use plan categories ~~shall not be~~

~~used as a means to~~from circumventing the residential density limitations established by this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.8.10:
Ancillary commercial uses may be incorporated into the Resort Facilities Medium and Resort Facilities High future land use plan categories.

Policy 4.1.8.11:
~~The City shall e~~Ensure that commercial developments separate pedestrian and vehicular traffic and provide adequate off-street parking and loading areas ~~and separate pedestrian and vehicular traffic~~.

Policy 4.1.8.12:
In cooperation with the Florida Department of Transportation and Pinellas County, ~~the City shall~~ regulate to the fullest extent ~~of its jurisdiction,~~ direct access to, and control the number and location of curb cuts along, existing and planned local streets and county and state roads.

Policy 4.1.8.13:
~~The City shall e~~Encourage the concentration ~~and/~~or clustering of commercial development.

Objective 4.1.9:
Redevelopment that is ~~shall be~~ designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Policy 4.1.9.1:
Redevelopment ~~shall be~~is encouraged in the following areas:

- The area of 137th Avenue Circle, east of Gulf Boulevard.
- The Madeira Way Redevelopment Area~~, --~~the area formed by Gulf Boulevard, 153rd Avenue, Madeira Way, and 150th Avenue to the Tom Stuart Causeway Bridge.

Policy 4.1.9.2:
Redevelopment ~~shall be~~is encouraged in those areas zoned R-1 and R-2 where the existing density exceeds that permitted on the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation~~.

Policy 4.1.9.3:

~~The City shall e~~Enforce provisions ~~which~~ that encourage redevelopment and~~/or~~ revitalization through the use of the Residential/Office/Retail future land use plan category.

Policy 4.1.9.4:
In order to ensure the continued maintenance of its beach residential character, ~~the City shall~~ address opportunities and incentives for the rehabilitation and~~/or~~ revitalization of existing residential structures, including encouraging ~~FEMA~~ National Flood Insurance Program (NFIP)-compliant residential construction.

Policy 4.1.9.5:
~~The City shall e~~Encourage new development and redevelopment that is feasible within the financial limitations and administrative constraints associated with the increased need for public facilities and services.

Policy 4.1.9.6:
~~The City shall r~~Recognize John's Pass Village for its unique ~~focal points~~opportunities for ~~of~~ commerce,~~tourism,~~ employment, ~~commerce, and~~ housing, and tourism and ~~shall~~ encourage redevelopment~~/~~ and revitalization, and assist in maintaining the beach community theme.

Policy 4.1.9.7:
(Reserved)

Policy 4.1.9.8:
Redevelopment within the area adjacent to John's Pass Village and east of Pelican Lane ~~shall~~ must be ~~of a type that is~~ in character with the overall design theme of the area.

Policy 4.1.9.9:
~~The City shall a~~Allow zero lot line, cluster, or other nontraditional lot layout or site design for redevelopment and revitalization of John's Pass Village.

Objective 4.1.10:
~~In cooperation with the Florida Department of Transportation,~~ Maintain ~~the~~ city entranceways and roadways ~~will be maintained~~ in cooperation with the Florida Department of Transportation and Pinellas County.

Policy 4.1.10.1:
~~The c~~City entranceway areas ~~shall~~ will include mixed uses that support water-related activities and reflect the city's beach community character ~~of the community, water-related activities, and include mixed uses~~.

Policy 4.1.10.2:

As part of a beautification effort, ~~the City shall~~ cooperate with service providers and Pinellas County to establish a plan ~~that calls~~ for the eventual burial of all ~~existing~~ utility lines.

Policy 4.1.10.3:

~~The City shall c~~Coordinate with the Florida Department of Transportation to install landscaped medians within the Gulf Boulevard right-of-way.

Objective 4.1.11:

Existing land uses, lots, and ~~or~~ structures ~~which~~ that are inconsistent with ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~ Plan ~~shall be deemed~~are nonconforming.

Policy 4.1.11.1:

Those commercial and residential ~~activities~~ land uses, lots, and structures existing ~~as of~~on the effective date of this ~~comprehensive~~ Comprehensive ~~plan~~ Plan, ~~which~~ that were conforming prior to ~~such~~ adoption and ~~have now been rendered~~are nonconforming, ~~shall be~~are allowed to continue provided that the land use, lot, ~~and~~ or structure complies with the ~~requirements set forth in the Madeira Beach L~~land ~~Development~~ development ~~Code~~regulations.

Policy 4.1.11.2

~~The City shall e~~Enforce regulations for ~~the reestablishment~~ reestablishing~~of~~ uses after an involuntary loss.

Policy 4.1.11.3:

~~The City shall e~~Enforce regulations for ~~the~~ buffering ~~of~~ incompatible ~~and/~~or nonconforming land uses or structures.

Objective 4.1.12:

All development orders and permits for ~~future~~ new development and redevelopment activities ~~shall~~ may be issued only if public facilities necessary to meet the level-of-service standards adopted pursuant to this ~~comprehensive~~ Comprehensive ~~plan~~ Plan are available concurrent with the impacts of the development.

Policy 4.1.12.1:

~~The City shall e~~Ensure that all new development and redevelopment do~~es~~ not result in a reduction of the level-of-service standards established and adopted by this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.12.2:

The development of residential and commercial land ~~shall~~ must be timed and staged in conjunction with the provision of supporting community facilities ~~as set forth by~~

~~those~~consistent with the adopted levels of service contained in the Capital Improvements Element of ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.12.3:
Public facilities and utilities ~~shall~~ must be located ~~so as~~ to maximize the efficiency of services provided, minimize their cost, and minimize their impacts on the natural environment.

Policy 4.1.12.4:
Public and other essential services and facilities including public utilities that serve the health, safety, or welfare of the general public ~~shall be~~are allowed in all future land use plan categories, excluding areas ~~having the~~designated Preservation ~~land use designation~~.

Objective 4.1.13:
~~The City shall e~~Continue to ensure the availability of suitable land for utility facilities necessary to support proposed new development and redevelopment.

Policy 4.1.13.1:
~~The City shall e~~Ensure that adequate land is available for the maintenance of those public utility facilities provided by the city needed to accommodate proposed new development and redevelopment.

Policy 4.1.13.2:
~~The City will c~~Cooperate with those public utilities providing service to the community to ensure that adequate land is available for those facilities ~~which~~ that support proposed new development and redevelopment.

Policy 4.1.13.3:
Consistent with state law, new electric substations ~~shall be~~are permissible in all future land use plan categories in the city, ~~except for~~excluding areas designated Preservation.

Objective 4.1.14:
~~The City of Madeira Beach shall s~~Support efforts that facilitate coordination of planning between the City and the School Board for the location and development of public educational facilities.

Policy 4.1.14.1:
~~The City has approved an Interlocal Agreement with the School Board of Pinellas County and will implement~~ Implement the provisions of the approved Interlocal Agreement with the School Board of Pinellas County ~~this agreement~~ regarding coordination of land use and public school facilities planning.

Policy 4.1.14.2:

Public educational facilities of the School Board are an allowable use ~~with~~in the following future land use plan categories:
Residential Urban
Residential Medium
Institutional

Objective 4.1.15:
In accordance with Chapter 171, Florida Statutes, ~~the City may~~ annex appropriate adjacent unincorporated areas provided that landowner(s) of such areas request annexation and the revenues and costs of annexation will not burden existing city residents.

Policy 4.1.15.1:
Evaluate proposed annexations for compatibility ~~In order~~ to ensure that growth resulting from future annexations does not have an adverse effect on the character of the community, ~~the City shall evaluate proposed annexations for compatibility~~.

Policy 4.1.15.2:
Evaluate proposed annexations for compliance with adopted level-of-service standards ~~In order~~ to ensure that growth resulting from future annexations does not have an adverse impact on the availability of services and facilities to existing and future residents~~, the city shall evaluate proposed annexations for compliance with adopted level-of-service standards~~.

Objective 4.1.16:
~~O~~Achieve open space ~~protection shall be achieved~~protection, in part, through the enforcement of view corridors along Gulf Boulevard. The land development regulations will provide ~~S~~standards ~~will be provided in the land development regulations~~ to implement this objective.

Policy 4.1.16.1:
~~The City shall e~~Enforce ~~provisions~~ regulations that preserve view corridors by keeping designated areas clear of buildings, accessory structures, and structured parking.

Policy 4.1.16.2:
~~The City shall e~~Enforce ~~provisions~~ regulations that further maintain open space and view corridors with increased landscaping to reduce impervious surfaces and pedestrian access as one means of reducing the need for parking. Ensure ~~P~~pedestrian access between Gulf Boulevard and the Gulf of Mexico, ~~shall be ensured~~ in part, through the provision of pedestrian access easements. The land development regulations will ~~Provisions regarding landscaping shall~~ ensure protection of a clear visibility area between three ~~and~~ to ten feet (3' to 10') ~~in height~~high.

Objective 4.1.17:

~~The City shall r~~Recognize private property rights pursuant to Sections 70.001 and 70.51, Florida Statutes.

Policy 4.1.17.1:
~~The City shall, upon need, p~~Prepare and adopt, as necessary, procedures ~~to deal with~~for the appeal process ~~as~~ outlined in the Bert J. Harris, Jr. Private Property Rights Protection Act and the Florida Land Use and Environmental Dispute Resolution Act.

GOAL 4.2: TO COMPLY WITH CHAPTER 88-464, LAWS OF FLORIDA, AS AMENDED, BY PARTICIPATING IN THE COUNTYWIDE PLANNING PROCESS THROUGH REPRESENTATION ON AND COORDINATION WITH ~~THE~~ FORWARD PINELLAS ~~PLANNING COUNCIL~~, TO ENSURE CONSISTENCY BETWEEN THE CITY OF MADEIRA BEACH COMPREHENSIVE PLAN AND THE UPDATED COUNTYWIDE PLAN FOR PINELLAS COUNTY AND COUNTYWIDE ~~PLAN~~ RULES.

Objective 4.2.1:
Consistency of ~~T~~the Future Land Use Element of ~~the City of Madeira Beach~~this Comprehensive Plan ~~shall be consistent~~ with the Countywide ~~Future Land Use Plan~~ Plan Map and the Countywide Rules Concerning the Administration of the Countywide Rules ~~Future Land Use Plan~~, as ~~Amended~~amended.

Policy 4.2.1.1:
Per Chapter 88-464, Laws of Florida, as amended, the city land development regulations ~~shall~~ contain density and intensity standards and other standards consistent with the Rules Concerning the Administration of the Countywide Rules ~~Future Land Use Plan~~, ~~As~~ as ~~Amended~~amended, including criteria and standards for nomenclature, continuum of plan classifications and categories, use and locational characteristics, map delineation, other standards, and special rules.

Policy 4.2.1.2:
Consistent with the foregoing policies, the City ~~shall consider and develop the~~has and will maintain appropriate regulatory mechanisms to implement ~~provisions for~~ development agreements.

Policy 4.2.1.3:
~~Such p~~Provisions for development agreements ~~shall be promulgated for the purpose of encouraging~~ encourage new development~~/~~ and redevelopment consistent with ~~the~~ this Comprehensive Plan, ~~and in~~ particularly to facilitate viable tourist-related facilities.

Policy 4.2.1.4:
~~The city shall d~~Develop and maintain ~~the~~ appropriate procedures and standards ~~it determines appropriate~~ to govern development agreements in the ~~City's~~ land development regulations.

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5.0 MOBILITY ELEMENT

GOAL 5.1: PROVIDE FOR A SAFE, CONVENIENT, AND ENERGY EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM THAT SERVES TO INCREASE MOBILITY, REDUCE THE INCIDENCE OF SINGLE-OCCUPANT VEHICLES, EFFICIENTLY UTILIZE PINELLAS COUNTY ROADWAY AND IMPROVED MUNICIPAL MOBILITY FACILITIES AND SERVICES CAPACITY, REDUCE THE CONTRIBUTION TO AIR POLLUTION FROM MOTORIZED VEHICLES, AND IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS AND VISITORS.

Objective 5.1.1:
Maintain the performance of the major road network and level-of-service standards for improved municipal mobility facilities and services within the City, while furthering development of an intermodal transportation system that increases mobility for bicyclists, pedestrians, transit users, motorists, and local mobility.

Policy 5.1.1.1:
Develop effective City-wide parking strategies, including intermodal terminals with structured parking--convertible to other uses as mobility preferences change--to accommodate growth trends and travel patterns, and interactions between land use and mobility.

Policy 5.1.1.2:
Coordinate with and participate in Pinellas County, the Metropolitan Planning Organization (MPO), and state planning to ensure most effective and timely efforts to evolve Gulf Boulevard (S.R. 669) to achieve this Comprehensive Plan's Goals, Objectives, Policies, and Strategies.

Policy 5.1.1.3:
The ~~Land Development Code~~land development regulations will emphasize pedestrian mobility in all aspects of the mobility system.

Objective 5.1.2:
Coordinate mobility planning with the Future Land Use and Transportation Map, growth trends, travel patterns, and interactions between land use and mobility.

Policy 5.1.2.1:
Manage the impacts of new land development and redevelopment projects and increase mobility by implementing this Comprehensive Plan’s goals, objectives, policies, and strategies, through the ~~Land Development Code's~~ site plan review process of the land

development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 5.1.2.2:
Advocate that any design for redevelopment or replacement of the John~~"~~'s Pass Bridge must fit within the existing ~~"~~"footprint~~"~~" of the current bridge and be financially feasible with regard to public investment over the lifespan of the proposed replacement facility.

Objective 5.1.3:
Emphasize safety and aesthetics in improved municipal mobility facilities and services when addressing projected intermodal deficiencies and needs.

Policy 5.1.3.1:
Enforce the ~~Land Development Code~~land development regulations requiring~~ements~~ that new development and redevelopment that impacts ~~"~~"deficient~~"~~" roadways~~ ~~including facilities operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio of 0.9 or greater~~ ~~to ensure that development that generates more than 51 peak hour trips does not occur without providing for a mitigating improvement scheduled for construction within three (3) years.

Policy 5.1.3.2:
Coordinate with the Community Transportation Coordinator (Pinellas County MPO) to provide transportation disadvantaged services.

Policy 5.1.3.3:
In cooperation and coordination with FDOT, the MPO, and Pinellas County, redesign the intersection of Tom Stuart Causeway (S.R. 666) and Duhme Road to serve as the gateway to Madeira Beach and the Gulf barrier islands, and announce their role as a Floridian cultural and recreational destination, accommodating and prioritizing access to the beach communities through focused, intermodal, non-motorized, pedestrian-safe mobility.

Objective 5.1.4:
Coordinate improved municipal mobility facilities and services planning with the Pinellas County Mobility Plan, the FDOT Long-Range and 5-Year Transportation Plans, the MPO 5-Year Transportation Improvement Program (TIP) and Long-Range Transportation Plan (LRTP), the plans of neighboring jurisdictions, and this Comprehensive Plan's level-of-service standards and mobility facilities and services needs based upon the future land use map and the projected integrated mobility system.

Policy 5.1.4.1:
Acquire, identify, protect, or reserve rights-of-way for improved municipal mobility facilities and services.

Policy 5.1.4.2:
Enforce the City of Madeira Beach Charter requirement of a referendum vote to vacate existing rights-of-way.

Policy 5.1.4.3:
Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal mobility facilities and services.

Policy 5.1.4.4:
Enforce the ~~Land Development Code~~land development regulations minimum construction and other regulatory requirements for new and existing improved municipal mobility facilities and services.

Policy 5.1.4.5:
Review subsequent versions of the FDOT and the MPO 5-Year TIP and Long-Range Transportation Plan in order to modify or update this Comprehensive Plan.

Policy 5.1.4.6:
Review the mobility and transportation elements of neighboring ~~municipalities~~ jurisdictions and Pinellas County comprehensive plans, as they are amended, for compatibility with this Comprehensive Plan.

Objective 5.1.5:
Correct any existing improved municipal mobility facility and service deficiencies, meet the identified needs of the projected mobility system, and advance the relevant purpose of F.S. Ch. 163 and this Comprehensive Plan.

Policy 5.1.5.1:
Cooperate with the MPO, Pinellas County, and other local governments to complete any subsequent update of the Pinellas County Multimodal Impact Fee Ordinance through the MPO planning process, including review by the MPO Technical Coordinating Committee and Policy Board.

Policy 5.1.5.2:
Utilize Pinellas County mobility impact fee revenue to fund multimodal improvements to municipal, county, or state mobility facilities and services that are consistent with this Comprehensive Plan and the MPO LRTP.

Policy 5.1.5.3:
Regulate motorized and non-motorized vehicle parking and bicycle and pedestrian ways.

Policy 5.1.5.4:
Enforce the ~~Land Development Code~~land development regulations parking requirements for bicycle and vehicular parking, including on-site traffic flow.

Policy 5.1.5.5:
Fund the maintenance of improved municipal mobility facilities and services. The City may fund landscaping improvements to local improved municipal mobility facilities and services.

Policy 5.1.5.6:
Enforce the ~~Land Development Code~~land development regulations ~~S~~ street graphic requirements for improved municipal mobility facilities and services.

Policy 5.1.5.7:
Monitor accident reports provided by the Pinellas County Sheriff's Office (PCSO) for all collector and arterial roads and improved municipal mobility facilities and services to identify needed safety improvements.

Policy 5.1.5.8:
In cooperation with Pinellas County and the Florida Department of Transportation (FDOT), enforce the ~~Land Development Code~~land development regulations requirements to control connections and driveway access to the roadway system and improved municipal mobility facilities and services.

Objective 5.1.6:
Promote and support the development, improvement, and utilization of a convenient, energy efficient, and safe intermodal mobility system including improved municipal mobility facilities and services.

Policy 5.1.6.1:
Identify and encourage the use of bicycle and pedestrian facilities.

Policy 5.1.6.2:
In coordination with jurisdictional agencies, require accommodation of bicycle and pedestrian mobility connections to other areas and transit, including crosswalks and sidewalks on roadways and streets, as part of the ~~Land Development Code's~~ site plan review process of the land development regulations.

Policy 5.1.6.3:
The ~~Land Development Code~~land development regulations will address requirements for wider sidewalks, awnings, overhangs, and visually-engaging shade structures in

association with frequent alternative transportation accommodations (e.g., bus stops, bicycle-share parking, scooters, etc.), street furnishings, and street trees along Gulf Boulevard (S.R. 669) and 150th Avenue (S.R. 666) where consistent with FDOT Complete Street standards.

Policy 5.1.6.4:
Pursue Tree City USA designation in conjunction with developing appropriate, distinctive landscape plans for City streets.

Strategy 5.1.6: Coordinate with FDOT, the MPO, and Pinellas County to prioritize and program these pedestrian-oriented improvements to Gulf Boulevard whenever opportunities arise:

1. First Priority: The Gulf Boulevard Segments with the 1/4-mile radii of the three (3) intersecting street segments at 130th, 140th, and 150th Avenues.
2. Second Priority: The Gulf Boulevard intersections with 129th Avenue (John's Pass Village), 137th Avenue (Church by the Sea), and Madeira Way.
3. Third Priority: The Gulf Boulevard intersections with 133rd Avenue, 141st Avenue, and 153rd Avenue.

Policy 5.1.6.5:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of the City's Marina Property through a floating overlay district and other incentives that may be employed by a private developer in partnership with the City.

Policy 5.1.6.6:
Collaborate and partner in efforts to redevelop the City's Marina Property by managing and operating improved municipal mobility facilities and services on the City's Marina Property as a definable location and destination within the City.

Policy 5.1.6.7:
(Reserved)

Policy 5.1.6.8:
Sidewalks on both sides of Tom Stuart Causeway (S.R. 666) must be designed for pedestrian comfort and safety with planting strips on either side of the street separating the parked vehicles from the sidewalk.

Objective 5.1.7:

Explore the provision of centralized, intermodal terminals with structured parking proximate to pedestrian-oriented mixed-use areas.

Policy 5.1.7.1:
Intermodal terminals with structured parking--convertible over time to other uses as mobility demands and preferences change--and surface lots must be hidden behind fronting buildings, with ingress and egress features and streets coordinated along the length of Tom Stuart Causeway (S.R. 666), to reduce vehicular traffic conflicts with thepedestrian areas.

Policy 5.1.7.2:
The ~~Land Development Code~~land development regulations will provide options for developers to pay a fee, to be used by the City to develop proximate intermodal terminals structured parking, in lieu of providing the parking spaces otherwise required.

Objective 5.1.8:
Coordinate and cooperate with Pinellas County to evacuate expeditiously, orderly, and safely when an evacuation is ordered.

Policy 5.1.8.1:
Coordinate with county, regional, state agencies through the MPO to ensure that major evacuation routes are improved when necessary and maintained to evacuate efficiently and safely.

Policy 5.1.8.2:
Coordinate pre- and post-disaster event activities with county, regional, state, and federal emergency response agencies to plan for safe and efficient evacuations and re-entries.

Policy 5.1.8.3:
Coordinate with Pinellas County, the City of Seminole, and the Town of Redington Beach to implement the adopted ~~[Hurricane Evacuation Plan]~~ Comprehensive Emergency Management Plan.

Objective 5.1.9:
Continue to work with the Pinellas Suncoast Transit Authority (PSTA) to increase the efficiency of the fixed-route system by encouraging mass transit use through the ~~Land Development Code's~~ site plan review process of the land development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 5.1.9.1:

Coordinate with the MPO, Pinellas County, PSTA, and other local governments to apply the Pinellas County Mobility Plan throughout the City.

Policy 5.1.9.2:
Encourage and provide incentives for increased use of improved municipal mobility facilities and services, including PSTA bus and trolley service along major arterials.

Policy 5.1.9.3:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies that enhance the pedestrian-oriented environment of John's Pass Village through the Planned Development zoning process.

Policy 5.1.9.4:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of Pelican Lane through a floating overlay district that may be employed by a private developer in partnership with the City.

Strategy 5.1.9:
Collaborate and partner in efforts to redevelop Pelican Lane and Village Boulevard by managing and operating public spaces at either end of Village Boulevard designed to capture a marketable image of John's Pass Village as a definable location and destination within the ~~City~~ city, Pinellas County, ~~the City of Seminole, and the Town of Redington Beach to implement the adopted [Hurricane Evacuation Plan]~~and the region.

GOAL 5.2: MANAGE STORMWATER TO MINIMIZE FLOOD RISK, IMPROVE MOBILITY, AND ENHANCE THE WATER QUALITY OF RECEIVING WATER BODIES. ~~[Section 3.6, GOAL 4]~~

Objective 5.2.1:
Continue to meet all applicable federal, state, and local regulations relating to flood control and water quality in public and private development design and construction. ~~[Section 3.6, Objective 4.1]~~

Policy 5.2.1.1:
All new development and redevelopment must adhere to stormwater management requirements of this element and the ~~Land Development Code~~land development regulations. ~~[Section 3.6, Policy 4.1.1] [proposed changes above highlighted in cyan blue recommended by staff and the LPA/PC 07/13/20].~~

Policy 5.2.1.2:
All redevelopment must adhere to the stormwater management requirements of this element, excluding:

1. Minor additions, alterations, or improvements that do not increase existing:
a. gross floor area by more than five percent (5%), or
b. gross vehicular use area by more than 10 percent (10%); and
2. Alterations and repairs, the aggregate cost of which does not exceed 25 percent (25%) of the current fair market value of the structure.

~~[Section 3.6, Policy 4.1.2]~~

Objective 5.2.2:
Maintain adopted level-of-service standards for stormwater management. ~~[Section 3.6, Objective 4.2]~~

Policy 5.2.2.1:
The level-of-service standard for stormwater drainage is provided in Policy 13.1.5.4 of this Comprehensive Plan and the ~~Land Development Code~~land development regulations will require all stormwater management systems be designed to meet or exceed that standard. ~~[Section 3.6, Policy 4.2.1]~~

Policy 5.2.2.2:
New point sources of stormwater pollution will not be permitted except in accordance with the City's adopted Stormwater Master Plan.

Policy 5.2.2.3:
The ~~Land Development Code~~land development regulations will require that the peak flow and total volume of stormwater discharge (discharge rate) of a developed or redeveloped site must not exceed the pre-development conditions of the site. ~~[Section 3.6, Policy 4.2.3]~~

Policy 5.2.2.4:
To the extent practicable, The ~~Land Development Code~~land development regulations will prohibit the direct discharge of stormwater runoff into open waters. ~~[Section 3.6, Policy 4.2.4]~~

Objective 5.2.3:
Protect and improve surface water quality to meet or exceed the standards established by the SWFWMD, the Florida Department of Environmental Protection, and Chapter 62-25, Florida Administrative Code. ~~[Section 3.6, Objective 4.3]~~

Policy 5.2.3.1:

The ~~Land Development Code~~land development regulations will require new development and redevelopment to retain the first one inch (1") of stormwater runoff from impervious surfaces on site. ~~[Section 3.6, Policy 4.3.1]~~

Policy 5.2.3.2:
The ~~Land Development Code~~land development regulations will provide standards limiting impervious surface area to promote groundwater filtration, minimize runoff, and stabilize water quality. ~~[Section 3.6, Policy 4.3.2]~~

Policy 5.2.3.3:
The land development regulations~~Land Development Code~~ will require construction and maintenance methods that do not adversely affect water flow or quality. ~~[Section 3.6, Policy 4.3.3]~~

Policy 5.2.3.4:
The land development regulations~~Land Development Code~~ will require all new development and redevelopment to meet all applicable federal, state, county, and local regulations and standards relating to stormwater management to ensure water quality. ~~[Section 3.6, Policy 4.3.4]~~

Objective 5.2.4:
Implement the City's Stormwater Master Plan to address drainage and flooding conditions. ~~[Section 3.6, Objective 4.4]~~

Policy 5.2.4.1:
The following management techniques may be used for the interim stormwater management strategies:

1. Impervious surfaces must not cover more than 70 percent (70%) of any lot or parcel;
2. Stormwater retentions swales adjacent to mobility facilities and services will be regularly maintained.
3. Front, rear, and side lot stormwater retention swales in site design and construction of new development and redevelopment;
4. Stormwater erosion and runoff control devices during construction;
5. Drainage retention areas in mobility facilities and services and the use of eminent domain condemnation to acquire property for stormwater retention purposes; and
6. Where technically feasible, native marine vegetation must be used for shoreline stabilization.

~~[Section 3.6, Policy 4.4.1]~~

Policy 5.2.4.2:

At minimum, the City's Stormwater Master Plan will include:

1. An inventory and evaluation of those areas with flooding problems;
2. A hydrological survey showing natural and man-made drainage and stormwater management systems;
3. A water quality analysis of drainage and stormwater runoff and its impact on receiving water bodies and groundwater; and
4. A list of recommended corrective measures and the projected implementation costs.

~~[Section 3.6, Policy 4.4.2]~~

Objective 5.2.5:
Implement the Stormwater Master Plan. ~~[Section 3.6, Objective 4.5]~~

Policy 5.2.5.1:
The land development regulations~~Land Development Code~~ will require new development and redevelopment to adhere to the Stormwater Master Plan. ~~[Section 3.6, Policy 4.5.1]~~

Policy 5.2.5.2:
Establish a program for resilient improved municipal mobility facilities and services to conform to the Stormwater Master Plan consistent with budget allocations. ~~[Section 3.6, Policy 4.5.2]~~

Policy 5.2.5.3: The following mobility facilities and services are top priority for improvements:~~.~~

Pruitt Drive	~~Boca Ciega Avenue~~
Bay Point Drive	~~Boca Ciega Drive~~
North Bayshore Drive	Vivian Drive
Palm Street	~~Crystal Drive~~
131st Avenue	~~Lillian Drive~~
Lynn Way	B. Street

~~[Section 3.6, Policy 4.5.3]~~

Policy 5.2.5.4:
The Stormwater Master Plan will maintain the standards established by Florida Department of Environmental Protection for Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay~~. [Section 3.6, Policy 4.5.4]~~

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6.0 HOUSING ELEMENT

GOAL 6.1: ~~THE CITY SHALL~~ ASSIST IN PROVIDING DECENT, SAFE, AND SANITARY HOUSING IN SUITABLE NEIGHBORHOODS AT AFFORDABLE COSTS TO MEET THE NEEDS OF THE PRESENT AND FUTURE RESIDENTS FREE FROM ARBITRARY DISCRIMINATION BECAUSE OF RACE, SEX, HANDICAP, ETHNIC BACKGROUND, AGE, MARITAL STATUS, OR HOUSEHOLD COMPOSITION.

Objective 6.1.1:
~~The City shall e~~Ensure that the private sector has the opportunity to provide a suitable mixture of housing types, including housing to meet the needs for extremely low, very-low-, low-, and moderate-income housing, and any households with special needs.

Policy 6.1.1.1:
~~The City shall p~~Provide information and technical assistance to the private sector for the development or redevelopment of additional housing units.

Policy 6.1.1.2:
~~The City will c~~Continue to uphold the cooperation agreement with Pinellas County for the administration of the Community Development Block Grant Program.

Policy 6.1.1.3:
~~The City shall c~~Continue to allow a variety of residential densities and housing types ~~in order~~ to enhance the opportunity for the private sector to provide for housing needs.

Policy 6.1.1.4:
~~The city shall~~ Continue to coordinate and cooperate with Pinellas County in the ~~delivery of a~~ multijurisdictional program to address affordable housing. ~~Toward this end, the city shall p~~Provide information to residents regarding the availability of housing programs to meet the need for affordable housing.

Policy 6.1.1.5:
~~The city shall~~Continue to coordinate and cooperate with Pinellas County to address economic strategies that support affordable housing. ~~Toward this end, the city will c~~Consider techniques promoted by the County to add affordable housing to meet the needs of city residents.

Objective 6.1.2:
~~The City shall m~~Maintain an opportunity for all citizens of the City and surrounding areas to purchase or rent decent, safe, and sanitary housing ~~which~~ they can afford, free from arbitrary discrimination because of race, sex, handicap, ethnic background, age, marital status, or household composition.

Policy 6.1.2.1:
~~The City shall c~~Continue to enforce the Pinellas County Fair Housing Ordinance.

Policy 6.1.2.2:
~~The City shall n~~Notify enforcement agencies whenever allegations of housing discrimination are ~~encountered~~reported.

Objective 6.1.3:
Sites for group homes (community residential homes) and foster care facilities~~,~~ for persons who do not require special provisions for emergency evacuation~~, shall be~~are allowed at suitable locations to ensure that the needs of the ~~City~~ city residents requiring such housing are met pursuant to Chapter 419, Florida Statutes.

Policy 6.1.3.1:
~~The City shall e~~Establish non-discriminatory standards and criteria addressing the appropriate location of group homes and foster care facilities for persons who do not require special provisions for emergency evacuation.

Objective 6.1.4:
Conserve and extend ~~The~~the useful life of the existing housing stock ~~shall be conserved and extended where t h e structures are~~ in compliance with ~~FEMA~~ local regulations adopted for NFIP eligibility, to improve or maintain neighborhood quality ~~shall be maintained or improved~~, and eliminate substandard housing ~~shall be eliminated~~.

Policy 6.1.4.1:
~~The City shall e~~Ensure that, as existing housing is replaced by redevelopment, this new construction is compliant with all applicable local regulations adopted for NFIP eligibility ~~FEMA regulations for residential construction~~.

Policy 6.1.4.2:
~~The City shall e~~Encourage individual homeowners to increase private reinvestment in housing by providing information and technical assistance programs.

Policy 6.1.4.3:
~~The City shall c~~Continue code enforcement activities to ensure proper exterior maintenance of existing structures.

Objective 6.1.5:
~~The City shall provide u~~Uniform and equitable treatment for persons and businesses displaced by state and local government programs consistent with Section 421.55, Florida Statutes.

Policy 6.1.5.1:

~~The City shall a~~Assure that reasonably located, standard housing at affordable costs is available to persons displaced through public action prior to their displacement.

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7.0 INFRASTRUCTURE ELEMENT

GOAL 7.1: ENSURE THAT NEEDED SANITARY SEWER, SOLID WASTE, AND POTABLE WATER SERVICES ARE PROVIDED BY A SAFE AND EFFICIENT SYSTEM THAT MAINTAINS ADEQUATE FACILITIES AND PROVIDES FOR ORDERLY GROWTH AND EXPANSION.

Objective 7.1.1:
Issue development permits only when adequate facility and service capacity is available to serve the new development or redevelopment, based on the level-of-service standards established within this Comprehensive Plan.

Policy 7.1.1.1:
The adopted potable water, sanitary sewer, and solid waste level-of-service standards for the ~~City of Madeira Beach~~city are provided in Policy 13.1.5.4 of this Comprehensive Plan.

Policy 7.1.1.2:
The development, expansion, improvement, modification, or replacement of infrastructure facilities will be consistent with, improve, and maintain the adopted level-of-service standards.

GOAL 7.2: SUPPORT PINELLAS COUNTY EFFORTS TO MAINTAIN THE HIGHEST WATER QUALITY STANDARDS AND PROVIDE FOR THE SAFE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER WHILE PROTECTING THE SURROUNDING NATURAL ENVIRONMENT.

Objective 7.2.1:
Collaborate with Pinellas County to reduce the City's potable water demand.

Policy 7.2.1.1:
Plumbing permits will specify the installation of water conservation devices.

Policy 7.2.1.2:
Continue to enforce Pinellas County Utilities' water conservation program particularly restricting the unnecessary consumption of potable water for irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 7.2.1.3:
Promote the use and reuse of water of the lowest acceptable quality for the intended

purpose.

Policy 7.2.1.4:
Continue to promote the use of native and drought-tolerant landscaping to conserve water.

Policy 7.2.1.5:
Continue public education efforts to encourage water conservation.

Policy 7.2.1.6:
Enforce the requirements of Section 373.62, Florida Statutes, requiring the installation of rain sensor devices for new irrigation systems that override the automatic timing cycle when adequate rainfall has occurred.

Policy 7.2.1.7:
Incorporate appropriate updates to this Comprehensive Plan within 18 months of an update to the Southwest Florida Water Management District (SWFWMD) regional water supply plan.

Policy 7.2.1.8 The City of Madeira Beach adopts the Demand Analysis and Supply Analysis from the Southwest Florida Water Management District Tampa Bay Region Community Planning Pages.

Objective 7.2.2:
Work with Pinellas County to reduce wastewater generation levels.

Policy 7.2.2.1:
Collaborate with Pinellas County to implement a progressive maintenance program for sanitary sewer lines consistent with local, state, and federal standards for wastewater collection systems.

Policy 7.2.2.2:
Identify damaged sanitary sewer lines needing replacement and implement a sanitary sewer line replacement program to increase the efficiency of the existing sanitary sewer system.

GOAL 7.3: CONTINUE TO REDUCE THE SOLID WASTE GENERATION RATE THROUGH INCREASED RECYCLING PARTICIPATION WHILE ENSURING THAT SOLID WASTE IS

BEING COLLECTED IN AN EFFICIENT AND ENVIRONMENTALLY-SOUND MANNER.

Objective 7.3.1:

Reduce the per capita generation of non-recyclable solid waste.

Policy 7.3.1.1:
Promote the current recycling program and encourage commercial and multifamily residence participation.

Objective 7.3.2:
Support Pinellas County's approach to ensure that hazardous wastes are managed to protect human health, safety, and the environment.

Policy 7.3.2.1:
Continue to collaborate with Pinellas County and the neighboring local governments to provide regular mailings and public meetings to inform residents of effective methods to safely store and dispose of household and commercial hazardous material and procedures to follow in emergencies.

Policy 7.3.2.2:
Encourage residents to deposit household chemical waste at the Pinellas County household chemical waste collection center.

Policy 7.3.2.3:
Direct hazardous-material generators and users to Pinellas County staff for technical assistance with proper disposal methods.

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8.0 CONSERVATION AND COASTAL MANAGEMENT ELEMENT

GOAL 8.1: TO ENSURE THE HIGHEST ENVIRONMENTAL QUALITY POSSIBLE, THE CITY OF MADEIRA BEACH ~~SHALL~~ WILL CONSERVE, PROTECT, AND APPROPRIATELY MANAGE ITS AIR, AQUATIC, WETLAND, AND TERRESTRIAL RESOURCES.

Objective 8.1.1:
~~The City shall p~~Protect the quality and quantity of surface and groundwater.

Policy 8.1.1.1:
~~The City shall i~~Implement an educational program for residential and commercial consumers to discourage waste and conserve water.

Policy 8.1.1.2:
~~The City shall c~~Continue to enforce the comprehensive water shortage plan and enforce the provisions set forth by the Southwest Florida Water Management District.

Policy 8.1.1.3:
~~The City shall c~~Continue to upgrade the drainage system and through the land development regulations, implement stormwater treatment for water quality.

Policy 8.1.1.4:
~~The City shall p~~Protect water storage and quality enhancement functions of wetlands and floodplain areas through land acquisition, if feasible, enforcement of laws, and the application of land and water management practices ~~which~~ that provide for compatible uses.

Objective 8.1.2:
~~The City shall s~~Strictly enforce regulations for development within the 100-year floodplain, as established by the federal government.

Policy 8.1.2.1:
The land development regulations ~~shall~~ will continue to require that runoff rates, volumes, and pollutant loads for new development and redevelopment do not exceed predevelopment conditions.

Policy 8.1.2.2:
Recognizing that the community is located within the 100-year floodplain, the City ~~shall~~ will continue to strictly enforce all appropriate federal, state, and regional coastal construction codes and coastal setback regulations.

Policy 8.1.2.3:

~~The City shall p~~Protect the natural functions of the 100-year floodplain so that flood-carrying and flood-storage capacities are maintained.

Policy 8.1.2.4:
~~The City shall s~~Strictly enforce the floodplain management provisions contained in the land development regulations~~, in order~~ to preserve hydrologically significant wetlands and other natural floodplain features.

Policy 8.1.2.5:
The land development regulations ~~shall~~ contain provisions ~~which~~that, at a minimum, protect natural drainage features found within the ~~City~~ city as follows:

The flood-carrying and flood storage capacity of the 100-year floodplain ~~shall~~ will be maintained;

Development along Boca Ciega Bay and the Gulf of Mexico ~~shall~~ must maintain adequate setbacks to protect any existing areas of natural coastal/marine habitat;

The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain ~~shall~~ will be considered while promoting public usage; and

Development or redevelopment proposals ~~shall~~ must be consistent with the performance standards regulating development within designated floodplains.

Objective 8.1.3:
~~The City shall c~~Conserve or improve wetlands, aquatic resources, and wildlife population and habitat to maintain their environmental and recreational value.

Policy 8.1.3.1:
~~Shorelines and islands shall be i~~Identif~~yied on~~ shorelines and islands on 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation, as Preservation land~~.

Policy 8.1.3.2:
Designate ~~A~~all existing marine wetlands ~~shall be designated~~ Preservation land 6.1a Madeira Beach Future Land Use Map ~~as set forth~~ on Map LU-4~~, Future Land Use and Transportation~~.

Policy 8.1.3.3:
Projects (e.g., marinas, causeways, or dredging) ~~which~~ that could inhibit tidal circulation ~~shall~~ must include measures to maintain or improve tidal circulation and flushing.

Policy 8.1.3.4:
Any project ~~which~~ that produces changes in tidal circulation patterns ~~shall~~ may be approved only after sufficient hydrographic information is ~~available~~ provided to allow an accurate evaluation of the possible impacts of the project.

Policy 8.1.3.5:
~~The e~~Existing wetlands ~~in the City shall~~must be conserved and protected from physical and hydrological alterations.

Policy 8.1.3.6:
Marine wetlands, barrier island property containing numerous vegetative communities, and/or shoreline locations with limited habitat diversity ~~shall be~~are considered priorities for environmental land acquisition.

Policy 8.1.3.7:
~~The City shall continue to preserve Little Bird Key and the adjacent island in their natural state.~~ (Reserved) [Cf. **Policy 8.1.5.12**]

Policy 8.1.3.8:
~~The City shall p~~Protect, maintain, and where feasible, restore aquatic seagrass beds through public acquisition, preservation, and restoration of adjacent lands and shorelines.

Policy 8.1.3.9:
~~The City will n~~Notify adjacent jurisdictions that share wetlands of its protection plans and solicit comments pertaining to any proposed action.

Objective 8.1.4:
~~The City shall c~~Conserve, appropriately use, and protect native vegetation.

Policy 8.1.4.1:
~~The City shall r~~Require ~~that~~ all new development and redevelopment include landscaping in accordance with standards contained in the land development regulations.

Policy 8.1.4.2:
Native vegetation ~~shall~~ will continue to receive priority in landscaping requirements.

Policy 8.1.4.3:
~~The City shall e~~Encourage shorelines lacking wetland vegetation to be planted with native vegetation in order to minimize potential flood damage, stabilize the shoreline, trap sediments and other non-point source pollutants, and provide additional habitat for fish and wildlife.

Policy 8.1.4.4:
~~The City shall c~~Continue to encourage the removal and prohibit the planting of exotic species such as punk tree (Melaleuca sp.), Australian pine (Casuarina sp.), and Brazilian pepper (Schinus sp.).

Policy 8.1.4.5:

~~The City shall c~~Consider soil conditions and vegetation classifications during site plan review and when designating future land use plan categories.

Policy 8.1.4.6:
~~The City shall r~~Recognize the limitations of development on a barrier island resulting from the effects of the Coastal High Hazard Area, 100-year floodplain, vulnerability to tropical storms, topography, and soil conditions.

Policy 8.1.4.7:
~~Development review criteria, as contained in t~~The land development regulations~~, shall~~ will include development review criteria for soil suitability.

Policy 8.1.4.8:
Pilings, not fill, ~~shall~~ must be used to elevate structures in flood prone areas.

Policy 8.1.4.9:
~~Although limited natural resources remain, the City of Madeira Beach may p~~Protect ~~these~~ the limited remaining natural resources as follows:

Recreational development ~~shall~~ must be compatible with the surrounding environment and ~~shall be~~ subject to performance standards adopted in the land development regulations;

The clearing of trees and wetland vegetation ~~shall be~~is governed by the land development regulations; and

All applications for development ~~approval~~, unless exempted in the land development regulations, ~~shall be~~are subject to site plan review.

Objective 8.1.5:
Redevelopment activities ~~shall~~ must ensure the protection of natural resources.

Policy 8.1.5.1:
~~The City shall e~~Ensure~~,~~ through ~~provisions contained in~~ the land development regulations, that land is developed ~~in a manner which~~to respect~~s~~ necessary ecological functions and protect~~s~~ unique or irreplaceable natural resources.

Policy 8.1.5.2:
~~In order to protect environmentally sensitive areas located east of Gulf Boulevard, the City shall allow~~ Land development regulations will provide for mixed use ~~or~~ and other techniques that protect environmentally sensitive areas~~provide for protection~~.

Policy 8.1.5.3:

~~The City shall e~~Ensure that species of flora and fauna listed as endangered, threatened, or species of special concern, by federal law or Florida Statutes, are protected through compliance with appropriate federal and state regulations.

Policy 8.1.5.4:
~~The City shall e~~Ensure that recreational development is compatible with the surrounding environment and ~~shall be subject to~~compliant with performance standards.

Policy 8.1.5.5:
~~The City shall prohibit the c~~Clearing ~~of~~ trees and wetland vegetation is prohibited except where necessary to avoid a hazard to the public or private property.

Policy 8.1.5.6:
~~The City shall p~~Protect coastal vegetative communities, coastal wildlife habitats, and dune systems from the adverse effects of development.

Policy 8.1.5.7:
~~The City shall e~~Ensure that tidal flushing and circulation patterns are not negatively impacted by development activities.

Policy 8.1.5.8:
~~Any project which may produce changes in tidal circulation patterns shall be approved only after sufficient hydrographic information is available to allow an accurate evaluation of the possible impacts of the project.~~ (Reserved) [Cf. **Policy 8.1.3.4**]

Policy 8.1.5.9:
~~The City shall e~~Ensure that natural watercourses are protected in their natural state and are exempt from alteration.

Policy 8.1.5.10:
The ~~City shall~~land development regulations prohibit land uses ~~which~~ that could potentially increase point-source air and water pollution.

Policy 8.1.5.11:
Dredge and fill activities ~~shall~~ may be ~~conducted~~ permitted only when necessary, as determined after review and comment by the appropriate governmental agencies and interested citizens, and in a manner least harmful to the surrounding environment.

Policy 8.1.5.12:
~~The City shall c~~Continue to protect Little Bird Key and the adjacent unnamed island in their natural state by the assignment of the Preservation future land use plan category on the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation,~~ and implementingation of appropriate ~~provisions contained in the~~ land development regulations.

Policy 8.1.5.13:

To the maximum extent possible, transportation facilities ~~shall~~ must not disrupt ecosystems or isolated significant environmental features.

Policy 8.1.5.14:
~~The City shall e~~Enforce provisions for the control of erosion and runoff from construction sites.

Policy 8.1.5.15:
~~The City shall p~~Promote environmental awareness through educational programs and interpretive displays at applicable points of interest, especially parks and public open spaces that contain or are adjacent to natural resources.

Objective 8.1.6:
~~The City shall p~~Protect species with special status from adverse impacts due to loss of natural habitats.

Policy 8.1.6.1:
~~The City shall assist in the application of and compliance with all state and federal regulations pertaining to species of special status (e.g., endangered, rare, threatened, and species of special concern) as required under the Florida Endangered and Threatened Species Act or the federal Endangered Species Act.~~ (Reserved) [Cf. **Policy 8.1.5.3**]

Policy 8.1.6.2:
Beach renourishment projects ~~shall~~ must protect sea turtle nesting areas by limiting construction in such areas to winter and spring months, or by collecting eggs from the nests, incubating them, and releasing the hatchlings.

Policy 8.1.6.3:
~~The City shall c~~Continue a public information program calling for the protection of those sea turtle nesting areas located within the community.

Policy 8.1.6.4:
~~The City shall c~~Continue to prohibit the use of bright lights on sea turtle nesting areas.

Policy 8.1.6.5:
All spoil islands ~~shall be~~are designated bird sanctuaries.

Policy 8.1.6.6:
~~The City shall p~~Protect and conserve listed animal species that utilize aquatic habitats, including mangroves, marshes, and seagrass beds, through ~~the~~ preservation, public acquisition, and restoration of coastal lands and shorelines.

Objective 8.1.7:
~~The City of Madeira Beach shall c~~Continue ~~its~~ involvement in monitoring the proper handling, treatment, transportation, and disposal of hazardous waste within its jurisdiction.

Policy 8.1.7.1:
~~The City shall e~~Comply with federal, state, and county guidelines regarding accidents involving hazardous waste.

Policy 8.1.7.2:
~~The City shall s~~Support the Pinellas County Pollution Prevention (P2) Program to regulate small generators of hazardous wastes~~, in order~~ to protect natural resources and public health.

Policy 8.1.7.3:
~~The City shall e~~Encourage residents and local businesses to deposit household chemical waste at the Pinellas County household chemical collection center.

Objective 8.1.8:
~~The City shall e~~Comply with all state and federal standards for air quality.

Policy 8.1.8.1:
~~The City shall w~~Work to reduce the effects of automobile emissions pollution by ~~the following measures~~:

- Land development regulations that ~~R~~require vegetative buffer strips between roadways and residential development~~, as required in the land development regulations~~; and

- Promoting~~e~~ alternative transportation modes such as public transportation, carpooling, walking, and bicycling.

Objective 8.1.9:
~~The City shall e~~Cooperate with the State of Florida and other local jurisdictions ~~in an effort~~ to maintain the Boca Ciega Bay Outstanding Florida Waters designation.

Policy 8.1.9.1:
No new point sources ~~shall be~~are permitted to discharge from the City of Madeira Beach into Boca Ciega Bay or into ditches or canals that flow into Boca Ciega Bay~~it~~, except for the correction of existing inefficient stormwater drainage, or as specifically permitted by the City.

Policy 8.1.9.2:
In order to reduce non-point source pollutant loadings, ~~the City shall~~ continue to strictly enforce ~~its~~ stormwater management regulations, following the guidelines established in Chapter 62-25, Florida Administrative Code.

Policy 8.1.9.3:
~~In order t~~To reduce non-point source pollutant loadings and improve the functioning of the city drainage system, dumping of debris of any kind (e.g., yard clippings and trimmings), into drainage ditches, canals, and stormwater control structures ~~shall be~~is prohibited.

Policy 8.1.9.4:
~~The City shall c~~Coordinate with neighboring ~~municipalities~~jurisdictions, Pinellas County, and the Tampa Bay Regional Planning Council to protect regional estuaries, providing adequate sites for water-dependent uses, preventing estuarine pollution, controlling surface water runoff, protecting living marine resources, reducing exposure to natural hazards, and ensuring public access.

Policy 8.1.9.5:
Natural watercourses ~~shall~~ must be maintained in their natural state and protected from alteration.

Policy 8.1.9.6:
~~The City of Madeira Beach shall c~~Continue working with other communities and counties to implement the Surface Water Improvement Management (S.W.I.M.) Program for Tampa Bay.

Objective 8.1.10:
~~The City of Madeira Beach shall p~~Protect and restore ~~its~~ the community's beaches, dunes, and natural system from the impacts of development through continued enforcement of coastal construction standards.

Policy 8.1.10.1:
Construction seaward of the Coastal Construction Control Line ~~shall be~~is subject to ~~the~~ permitting procedures pursuant to Florida Statutes.

Policy 8.1.10.2:
~~The City, through the provision of public information, shall e~~Encourage, through the provision of public information, the planting of native marine vegetation in front of seawalls to act as a natural buffer against damage from tides and flooding.

Policy 8.1.10.3:
~~The City shall a~~Adopt beach management practices~~, which shall~~ that regulate excavations, disturbance of native vegetation, and activities ~~which~~ that affect the natural fluctuation of the dunes.

Policy 8.1.10.4:
~~The City shall c~~Continue a program for the restoration and maintenance of the coastal dune system~~. The program shall~~ that include:

- Stabilization projects utilizing native vegetation; and
- An educational program emphasizing the need to protect the coastline.

Policy 8.1.10.5:
~~The City shall c~~Continue providing adequate public access to beaches and shorelines, enforcing public access to beaches renourished at public expense, enforcing the public access requirements of the Coastal Zone Protection Act, and providing transportation or parking facilities for beach and shoreline access.

Policy 8.1.10.6:
~~The City shall l~~Limit shoreline development that will adversely impact marine fisheries habitats through land development regulations and site plan review.

Policy 8.1.10.7:
~~The City shall r~~Require that the replacement material for failed or damaged existing concrete seawalls along the Gulf of Mexico be rip-rap or planted native vegetation, e.g., marsh grasses and dune vegetation.

Objective 8.1.11:
~~The City shall c~~Comply with all county, state, and federal regulations governing the protection of coastal resources.

Policy 8.1.11.1:
~~The city~~ Coordinate beach management practices ~~shall be coordinated~~ with the efforts of neighboring ~~municipalities~~jurisdictions.

Policy 8.1.11.2:
~~The City shall r~~Review the comprehensive plans of the neighboring ~~municipalities~~ jurisdictions and adjacent coastal counties to determine if coastal resources of the barrier islands are being managed in a consistent manner.

Policy 8.1.11.3:
~~The City shall c~~Cooperate with the U.S. Army Corps of Engineers and Pinellas County in addressing the environmental issues associated with the maintenance of John's Pass as a navigational channel.

Policy 8.1.11.4:
Pursuant to Section 163.3178, Florida Statutes, the level-of-service standards for recreation/open space for the coastal planning area ~~shall be~~are identical to those for the ~~City~~ city as a whole.

Objective 8.1.12:
~~The City shall p~~Protect the viability of the Working Waterfronts in the community.

Policy 8.1.12.1:

Recognizing the importance of working waterfronts to employment, recreation, quality of life, and ~~to the~~ state and local economies, the ~~City shall adopt~~land development regulations include guidelines for the development and redevelopment of Working Waterfronts.

Policy 8.1.12.2:
~~The City shall c~~Coordinate with property owners and associated marine operations to encourage the continuation of water dependent activities.

Policy 8.1.12.3:
~~The City shall c~~Consider guidelines for the protection of business sites located on Gulf Boulevard to encourage continuation of working waterfront uses.

GOAL 8.2: ~~THE CITY SHALL~~ PROVIDE A SET OF GUIDELINES FOR DEVELOPMENT THAT PROTECT THE LIVES AND PROPERTY OF ~~ITS RESIDENTS~~CITIZENS FROM THE EFFECTS OF NATURAL DISASTERS INCLUDING HIGH TIDE EVENTS, STORM SURGE, FLASH FLOODS, STORMWATER RUNOFF, AND SEA LEVEL RISE.

Objective 8.2.1:
~~The City shall c~~coordinate and cooperate with Pinellas County to proceed with an orderly, safe, and expeditious evacuation when an evacuation is ordered.

Policy 8.2.1.1:
~~Through~~ Coordinate through the Pinellas County Metropolitan Planning Organization (MPO)~~, the City shall coordinate~~ with state, regional, and county agencies to ensure that major evacuation routes are adequately maintained and, when necessary, improved to facilitate an efficient and safe evacuation.

Policy 8.2.1.2:
~~The City,~~ Sponsor preparedness seminars to increase hurricane awareness in cooperation with the Pinellas County Department of Emergency Management and the South Pinellas County Chapter of the American Red Cross~~, shall sponsor preparedness seminars to increase hurricane awareness~~.

Policy 8.2.1.3:
~~City e~~Emergency response personnel and volunteers ~~shall~~ will coordinate pre- and post-event activities with county and state emergency response agencies in order to plan for safe and efficient evacuations and re-entries.

Policy 8.2.1.4:
~~The City will f~~Forward notice of proposed future land use plan amendments with potential hurricane shelter and evacuation route impacts to the Tampa Bay Regional Planning Council and the Pinellas County Emergency Management Department and

consult with these agencies, ~~will be consulted~~ if necessary and appropriate, to ascertain the amount of currently available shelter space.

Policy 8.2.1.5:
~~The City will u~~Use the Tampa Bay Regional Planning Council Hurricane Evacuation Study for guidance pertaining to residential future land use densities in coastal high hazard areas.

Objective 8.2.2:
~~The City shall r~~Reduce the risk of exposure of human life and public and private property to natural disasters, through preparedness planning and implementation of hazard mitigation measures.

Policy 8.2.2.1:
~~The City, in c~~Coordinat~~ion~~ with the Pinellas County Department of Emergency Management~~, shall~~ to maintain and upgrade its comprehensive disaster plan~~, which shall~~ to address the four (4) phases of comprehensive emergency management: preparedness, response, recovery and mitigation.

Policy 8.2.2.2:
The city emergency management coordinator ~~shall~~ will continue to oversee the development and revision of the city disaster plan; act as a liaison between state, regional, county, and city emergency response and planning agencies; and ensure coordination between emergency management and growth management activities.

Policy 8.2.2.3:
~~The City shall r~~Review the existing coastal construction building code and the coastal construction standards embodied in the Coastal Zone Protection Act, and ~~shall~~ strictly enforce their implementation through the building inspection process.

Policy 8.2.2.4:
The City Commission ~~shall~~ will review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation considerations are effective and implemented within its area of responsibility.

Policy 8.2.2.4:
~~The City, in~~ Continue to cooperat~~ion~~ with the Pinellas County Department of Emergency Management, the Town of Redington Beach, the City of Seminole, and Pinellas County ~~shall~~ to implement the adopted Hurricane Evacuation Plan.

Objective 8.2.3:
Development and redevelopment within the ~~City~~ city ~~shall~~ will proceed in a manner that lessens risk to public investments and private property by utilizing policies, techniques, and practices that reduce negative impacts of flooding and ~~sea~~ sea-level rise.

Policy 8.2.3.1:
Current and credible sea-level rise data ~~should~~ will be considered when evaluating future land use amendment applications.

Policy 8.2.3.2:
Strategies for preparing for sea-level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation, ~~should~~ will be collectively assessed and implemented where appropriate.

Policy 8.2.3.3:
~~The City may c~~Collaborate with the state and Pinellas County as appropriate to develop strategies for responding to sea-level rise, including consideration of the effects of sea-level rise on potable water resources, saltwater intrusion, wastewater treatment facilities and the water table.

Policy 8.2.3.4:
Consider ~~A~~acquisition of severe repetitive loss properties~~, which~~ that have sustained repeated flood losses for use as public open space ~~shall be considered~~ as procurement opportunities arise, such as through the use of grants or tax deed sales.

Policy 8.2.3.5:
Development and redevelopment in the ~~City~~ city will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

Policy 8.2.3.6:
~~The City will c~~Continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for its residents.

GOAL 8.3: ~~THE CITY SHALL~~ EXPEDITE POST-DISASTER RECOVERY AND REDUCE THE FUTURE RISK TO HUMAN LIFE AND PUBLIC AND PRIVATE PROPERTY FROM NATURAL HAZARDS, THROUGH RECOVERY AND REDEVELOPMENT STRATEGIES.

Objective 8.3.1:
~~The City shall i~~Implement the post-disaster recovery procedures outlined in its disaster plan.

Policy 8.3.1.1:
The city emergency management coordinator ~~shall~~ will designate appropriate staff to perform the following tasks:

- Monitor preliminary damage reports following a disaster;

- Take necessary steps to seek financial assistance from the appropriate state and federal agencies;
- Authorize clean-up and repairs necessary to protect the public health, safety, and welfare;
- Identify areas within the community where minor, moderate, and major damage has occurred;
- Recommend to the City Commission temporary building moratoria for building activities not essential to protect health, safety, or welfare;
- Recommend to the City Commission appropriate hazard mitigation policies ~~which~~ that should be implemented in response to the disaster; and
- Prepare a report evaluating post-disaster redevelopment response and make recommendations for necessary changes to this comprehensive plan.

Policy 8.3.1.2:
~~The City shall r~~Review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation considerations are effective and implemented within ~~its~~ the City's area of responsibility.

Objective 8.3.2:
~~The City shall e~~Enforce the reconstruction permitting procedures.

Policy 8.3.2.1:
Following a major hurricane or other disaster, the City Commission may adopt a temporary post-disaster building moratorium to allow sufficient time for damage assessment, the identification of redevelopment opportunities, and hazard mitigation policy implementation.

Policy 8.3.2.2:
~~The City shall e~~Enforce post-disaster redevelopment procedures ~~which~~ that will expedite permitting for minor repairs including: development plan review, engineering approval, building permitting, and ~~shall provide that~~require all permitting is coordinated with the appropriate agencies and is consistent with the objectives of this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 8.3.2.3:
~~The City shall e~~Enforce the involuntary loss provisions of the land development regulations to protect private property rights by potentially allowing replacement and reconstruction of housing units.

Objective 8.3.3:

~~The City shall i~~Implement reconstruction and redevelopment strategies ~~which~~ that will be used to promote hazard mitigation.

Policy 8.3.3.1:
Where financially feasible, property ~~which~~ that has received recurring major hurricane damage (total devastation) from storm surge may be publicly acquired, or designated Preservation on the 6.1a Madeira Beach Future Land Use Map ~~Map LU-4, Future Land Use and Transportation,~~ to prevent redevelopment of the property to its pre-disaster land use.

Policy 8.3.3.2:
~~The City shall c~~Consider one or more of the following strategies in those areas ~~which~~ that receive major or moderate damage:

- Reduction of permissible density or intensity of development in the area;
- Reconstruction according to more stringent building and construction standards; and
- Public acquisition of damaged areas.

Policy 8.3.3.3:
~~The City shall i~~Interrelate hazard and non-hazard mitigation goals during reconstruction decision-making, including the following ~~objectives~~:

- Enhancement of local recreational and open space opportunities;
- Enhancement of local public beach access;
- Enhancement and restoration of local natural ecosystems;
- Reduction of traffic congestion, noise, and other transportation related problems; and
- Enhancement of the long-term economic vitality of the local commercial base.

9.0 RESERVED

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10.0 CULTURE AND RECREATION ELEMENT

GOAL 10.1: PROVIDE, PROTECT, AND MAINTAIN A COORDINATED, EFFICIENT, AND ACCESSIBLE SYSTEM OF IMPROVED MUNICIPAL CULTURE AND RECREATIONAL FACILITIES AND SERVICES THAT MEET THE NEEDS OF CURRENT AND FUTURE CITIZENS AND VISITORS.

Objective 10.1.1:
~~In cooperation~~Cooperate with other government agencies~~,~~ to provide and maintain a system of open space, parks, and other improved municipal culture and recreation facilities and services, including access to beaches and shores, meeting the needs of current and future citizens and visitors.

Policy 10.1.1.1:
The adopted level-of-service standard for improved municipal culture and recreation facilities and services is provided in Policy 13.1.5.4 of this Comprehensive Plan.

Policy 10.1.1.2:
Improved municipal culture and recreation facilities and services will be planned for multiple uses and located in areas most suitable to meet the needs of the citizens and visitors.

Policy 10.1.1.3:
Land set aside by new development for improved municipal cultural and recreation facilities and services will be evaluated for its suitability for that purpose during the site planning process. Land remaining undeveloped and vacant after new development or redevelopment may not be suitable for improved municipal culture and recreation facilities and services.

Policy 10.1.1.4:
The acquisition and designation of sites for improved municipal culture and recreation facilities and services must accord with this Comprehensive Plan.

Policy 10.1.1.5:
Promote safe bicycling by maintaining improved municipal mobility facilities and services used for bicycle travel.

Policy 10.1.1.6:
Create a marked bikeway coordinated with the *Pinellas Bikeways Plan*.

Policy 10.1.1.7:
Improved municipal culture and recreation facilities and services will be held inviolate against diversion to other uses, unless the City makes a formal finding of overriding public benefit.

Policy 10.1.1.8:
Accommodate a variety of activities in improved municipal culture and recreation facilities and services and utilize unique natural features and scenic areas.

Policy 10.1.1.9:
Support promotional efforts to attract visitors and actively utilize improved municipal culture and recreation facilities and services all year.

Policy 10.1.1.10:
Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal culture and recreation facilities and services.

Objective 10.1.2:
Coordinate public and private culture and recreation resources.

Policy 10.1.2.1:
Coordinate areawide improved municipal culture and recreation facilities and services with local businesses and development authorities, local art, cultural, and other community organizations in local planning and redevelopment efforts.

Objective 10.1.3:
Protect lands designated as Preservation or Recreation/Open Space from incompatible land uses.

Policy 10.1.3.1:
The ~~Land~~ land ~~Development~~ development ~~Code~~ regulations will specify open space definitions and standards for landscape and signage, the protection of open space and natural vegetation, and requirements for the use of open space for buffering between land uses.

Policy 10.1.3.2:
Maintain provisions for open space areas in the ~~Land~~ land ~~Development~~ development ~~Code~~regulations.

Policy 10.1.3.3:
Maintain open space in improved municipal culture and recreation facilities and services to protect and preserve native habitats and provide passive recreation opportunities, such as natural trails, nature interpretive displays, picnic areas, and wildlife observation areas.

Policy 10.1.3.4:
Continue to use open space to buffer incompatible improved municipal culture and recreation activities, facilities, services, or land uses.

Policy 10.1.3.5:
Encourage beach renourishment programs.

Policy 10.1.3.6:
Maintain and protect natural, open space, and scenic areas through dedicated private and public land acquisition initiatives, and utilize grant resources to acquire additional natural, open space, and scenic lands.

Objective 10.1.4:
Respond to the improved municipal culture and recreation facilities and services needs of citizens and visitors.

Policy 10.1.4.1:
Provide access to improved municipal culture and recreation facilities and services for the elderly, disabled, and economically disadvantaged.

Policy 10.1.4.2:
Coordinate comprehensive improved municipal mobility facilities and services with improved municipal culture and recreation facilities and services.

Policy 10.1.4.3:
Adequate public beach access is required for any and all shoreline development on the Gulf beaches.

Policy 10.1.4.4:
Ensure public access to improved municipal culture and recreation facilities and services and design them to protect the integrity of natural features including beaches and shores.

Objective 10.1.5:
Provide open space and improved municipal culture and recreation facilities and services in an economically efficient manner.

Policy 10.1.5.1:
Pursue funding for improved municipal culture and recreation facilities and services, including proportionate-share development fees and regulations and county, state, and federal assistance funds.

Policy 10.1.5.2:
New development and redevelopment must provide its proportionate fair-share of the future improved municipal culture and recreation facilities and services necessary to maintain the level-of-service standards established by this Comprehensive Plan.

Policy 10.1.5.3:
Enhance, improve, maintain, and preserve existing improved municipal culture and recreation facilities and services, and access to same, through the use of adequate operating budgets, proportionate-share development fees and regulations, proper management techniques, and user fees.

Objective 10.1.6:
Maintain open space character by utilizing private and public open space for active and passive culture and recreation uses, visual relief, scenic value, and buffering and screening purposes.

Policy 10.1.6.1:
Continue to identify, maintain and preserve open space.

Policy 10.1.6.2:
Work with Pinellas County and other appropriate development and government agencies to ensure and maintain public beach accesses.

Policy 10.1.6.3:
Maintain signs at appropriate locations identifying access points to the Gulf of Mexico and its beaches.

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11.0 INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 11.1: IMPROVE THE EXISTING SYSTEM OF INTERLOCAL COORDINATION TO SUCCESSFULLY IMPLEMENT LOCAL GOVERNMENT COMPREHENSIVE PLANS AND TO RESOLVE CONFLICTS RESULTING FROM THE PLANS.

Objective 11.1.1:
Participate in the deliberations of ~~the Pinellas County Planning Council (PPC)~~ Forward Pinellas and Countywide Planning Authority (CPA) consistent with the provisions of the Pinellas County Charter and special laws enabling the countywide planning process.

Policy 11.1.1.1:
Participate in the countywide planning process as provided for in the *Special Act* (Ch. 2012-245, Laws of Florida, as amended).

Policy 11.1.1.2:
Coordinate and ensure consistency between this Comprehensive Plan and the ~~Land Development Code~~land development regulations with the *Countywide Plan Map* and *Countywide Rules*.

Policy 11.1.1.3:
Coordinate with ~~the Pinellas Planning Council (PPC)~~ Forward Pinellas, Pinellas County School Board, Pinellas County, Tampa Bay Regional Planning Council (TBRPC), Tampa Bay Water (TBW), SWFWMD, and other state and federal agencies on projects that fall within their jurisdictions or are multi-jurisdictional in nature, and with public utilities that provide essential services to the City.

Policy 11.1.1.4:
A representative appointed by the City Manager may participate as a member of the Planners Advisory Committee of Forward Pinellas ~~the PPC~~.

Policy 11.1.1.5:
Comply with the specific procedural and substantive requirements of the *Countywide Rules* concerning amendment of this Comprehensive Plan, its 6.1a Madeira Beach Future Land Use Map ~~Future Land Use Map LU- 4,~~ and the ~~Land Development Code~~land development regulations.

Objective 11.1.2:
Coordinate level-of service standards with neighboring jurisdictions.

Policy 11.1.2.1:
Work with FDOT and the MPO to manage the impacts of land development projects and increase mobility in accordance with the Pinellas County Mobility Plan and this Comprehensive Plan.

Policy 11.1.2.2:
Coordinate with Pinellas County to ensure that each jurisdiction's future needs are considered in the planning and design of public service facilities.

Policy 11.1.2.3:
Participate in the Barrier Islands Governmental Council (BIG-C) to coordinate level-of-service standards and preserve and protect the interests of barrier island citizens and visitors.

Objective 11.1.3:
Improve communication, cooperation, and coordination with area agencies, districts, and local governments.

Policy 11.1.3.1:
Prior to the issuance of development permits for proposed new development and redevelopment, review site plans to ensure there will not be negative impacts to the Town of Redington Beach, the City of Treasure Island, or unincorporated Pinellas County.

Policy 11.1.3.2:
Ensure that development permits are consistent with the objectives of the SWFWMD, the TBRPC, Pinellas County, and state or federal agencies.

Policy 11.1.3.3:
Work with the Pinellas County School System to meet the land use needs of the Madeira Beach Elementary and Middle Schools.

Policy 11.1.3.4:
Implement the provisions of the *Interlocal Agreement with the School Board of Pinellas County*, executed on November 6, 2012, regarding coordination of land use and public school facilities planning.

Policy 11.1.3.5:
Review the plans and independent special district facility reports of the PSTA, Pinellas County, SWFWMD, and TBW and identify and resolve conflicts with this Comprehensive Plan, including concurrency-related items.

Policy 11.1.3.6:
Coordinate with Pinellas County, the PSTA, SWFWMD, and TBW to resolve issues identified in Policy 11.1.3.5.

Policy 11.1.3.7:
Amend this Comprehensive Plan as necessary to coordinate efforts identified in Policy 11.1.3.6.

Policy 11.1.3.8:

Coordinate with the SWFWMD's Regional Water Supply Plan through the agreement with Pinellas County Utilities for water supplies.

Objective 11.1.4:
Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

Policy 11.1.4.1:
Employ population forecasts contained in the data and analysis supporting this Comprehensive Plan for land use planning and coordinate with the Pinellas County Planning Department regarding school-age population forecasts.

Policy 11.1.4.2:
Coordinate transportation needs with those of Pinellas County and FDOT through the MPO.

Policy 11.1.4.3:
Forward requests for access to county- or state-maintained roadways to the Pinellas County Public Works Department or FDOT, as appropriate, for comment concerning access criteria, operational impacts, and permitting.

Policy 11.1.4.4
Coordinate with other service providers to ensure the availability of improved municipal facilities and services to implement the concurrency management system.

Policy 11.1.4.5:
Cooperate and coordinate with Pinellas County for joint projects identified in the Stormwater Master Plan and the *Pinellas County Stormwater Master Plan*.

Policy 11.1.4.6:
Coordinate with Pinellas County for the provision of countywide facilities and services, including solid waste disposal, wastewater treatment, and emergency operations.

Policy 11.1.4.7:
Coordinate with the MPO to provide and improve mobility facilities and services.

Policy 11.1.4.8:
Review location standards to determine whether conflicts exist between the Code of Ordinances and the regulations of neighboring jurisdictions and determine what can be done to resolve existing conflicts to the mutual benefit of all.

Policy 11.1.4.9:
Coordinate with the PPC, or designated ad hoc committee, to develop, recommend, and review countywide guidelines addressing the location of problematic land uses.

Objective 11.1.5:
Bring intergovernmental disputes to closure in a timely manner through the use of voluntary dispute resolution processes.

Policy 11.1.5.1:
Resolve conflicts among local comprehensive plan goals, objectives, policies, and strategies through voluntary dispute resolution or other suitable process.

Policy 11.1.5.2:
Utilize the existing countywide planning process, as appropriate, to resolve local government future land use disputes, as well as other planning-related intergovernmental disputes.

Policy 11.1.5.3:
Utilize the TBRPC as a conciliator and mediator to reconcile differences on planning and growth management issues as outlined in Rule 29H-13, Florida Administrative Code.

Policy 11.1.5.4:
Initiate informal mediation with the TBRPC pursuant to Chapter 29H-11, Florida Administrative Code, and Chapter 186, Florida Statutes, in instances where the resolution of issues requiring intergovernmental concurrence is not otherwise achieved.

GOAL 11.2: ESTABLISH A REGULAR MEANS OF COMMUNICATION AMONG OFFICIALS OF TWO (2) OR MORE JURISDICTIONS FOR THE PURPOSE OF ADDRESSING AND RESOLVING ISSUES OF MUTUAL INTEREST THAT ARISE FROM THIS COMPREHENSIVE PLAN AND THE PLANS OF OTHER JURISDICTIONS.

Objective 11.2.1:
Review this Comprehensive Plan to:

- Identify and coordinate issues of mutual interest to other jurisdictions;
- Address the impacts of new development and redevelopment on other jurisdictions through coordination mechanisms; and
- Coordinate compatible level-of-service standards with state, regional, or local jurisdictions with operations and maintenance responsibilities for improved municipal facilities and services.

Policy 11.2.1.1:
Provide real property owners and adjacent jurisdictions the public notice required by federal, state, or local law of proposed municipal actions.

Policy 11.2.1.2:
Utilize the countywide planning process as an additional public notice to adjacent jurisdictions of amendments to this Comprehensive Plan's future land use map.

Policy 11.2.1.3:
Coordinate plans for bicycle and pedestrian mobility improvements with the MPO to notify, and allow for comment by, other local governments.

Policy 11.2.1.4:
Coordinate mobility management methodologies and access management standards for county- and state-maintained roadways with FDOT and Pinellas County.

Policy 11.2.1.5:
Collaborate with Pinellas County on plans to provide extremely low-, very-low-, low-, and moderate-income housing.

Policy 11.2.1.6:
Review and support available Pinellas County housing assistance programs.

Policy 11.2.1.7:
Share information about local native vegetative communities; aquatic, estuarine, marine, and terrestrial habitats; and wildlife species with adjacent local governments, appropriate agencies, or other interested persons.

Policy 11.2.1.8:
Administer standards for shoreline protection and dock placement in coordination with Pinellas County.

Policy 11.2.1.9:
The ~~Land Development Code~~land development regulations will provide requirements to incorporate drought resistant and native vegetation in accordance with Pinellas County recommendations.

Policy 11.2.1.10:
Resolve any environmental conflicts with the U.S. Army Corps of Engineers and Pinellas County regarding the maintenance of navigation channels through the Coastal Resource Interagency Management Committee dispute resolution process.

Policy 11.2.1.11:
Participate in the Pinellas County Local Mitigation Strategy (LMS) to ensure that the strategies are implemented and updated locally.

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12.0 RESERVED

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13.0 CAPITAL IMPROVEMENTS ELEMENT

GOAL 13.1: UNDERTAKE FISCAL ACTIONS NECESSARY TO PROVIDE AND MAINTAIN IMPROVED MUNICIPAL FACILITIES AND SERVICES FOR THE CITY'S CITIZENS AND VISITORS AT THE ADOPTED LEVEL-OF-SERVICE STANDARDS.

Objective 13.1.1:
Provide capital improvements to accommodate desired new development and redevelopment, correct existing deficiencies, and replace exhausted or obsolete facilities, as indicated in the adopted five-year (5-year) Schedule of Capital Improvements in this Comprehensive Plan and coordinate land use decisions with available or projected fiscal resources to maintain adopted level-of-service standards.

Policy 13.1.1.1:
Evaluate projects proposed for inclusion in the five-year (5-year) Schedule of Capital Improvements annually.

Policy 13.1.1.2:
Annually review and update the multi-year Capital Improvement Program (CIP), the first year of which will be the current fiscal year's Capital Budget.

Policy 13.1.1.3:
Evaluate proposed capital improvement projects by the following guidelines:

The project
- is needed to eliminate a proven or obvious hazard to public health and safety;
- is needed to fulfill a legal commitment;
- is needed to achieve full use of, improve, or replace existing facilities;
- brings an existing facility up to an adopted level-of-service standard;
- increases the efficiency or optimizes the use of existing facilities, prevents or reduces future improvement costs, or more equitably provides improved municipal facilities and services;
- accommodates level-of-service standard demands on improved municipal facilities and services resulting from new development or redevelopment;
- furthers goals, objectives, policies, or strategies of this Comprehensive Plan;
- is needed to maintain adopted level-of-service standards for improved municipal facilities and services for a development permit issued prior to adoption of this Comprehensive Plan;
- increases the economic base or quality of life of the City's citizens and visitors;
- has financially feasible impacts on both capital and operating budgets; and
- is consistent with this Comprehensive Plan and the plans of other agencies having responsibility for improved municipal facilities and services within the City.

Policy 13.1.1.4:
Improved municipal facilities and services, at adopted level-of-service standards to serve developments for which development permits were issued prior to the adoption of this Comprehensive Plan will be available or provided consistent with guidelines for evaluation of capital improvements in Policy 13.1.1.3 and elsewhere in this Comprehensive Plan.

Policy 13.1.1.5:
Capital improvements projects included in this Comprehensive Plan's CIP and Schedule of Capital Improvements will have a cost threshold of $100,000.

Policy 13.1.1.6:
Correct existing and anticipated capacity deficiencies identified in other elements of this Comprehensive Plan according to the financially feasible Schedule of Capital Improvements.

Policy 13.1.1.7:
Periodically analyze the benefit to cost ratio of having outside sources provide various improved municipal facilities and services.

Policy 13.1.1.8:
The Pinellas County School District work plan is applicable in the City.

CITY OF MADEIRA BEACH: CAPITAL IMPROVEMENT PROGRAM (CIP)

Schedule of Capital Improvements Fiscal Years 2023 through 2027~~Schedule of Capital Improvements for Fiscal Years 2020-21 through 2024-25 (costs~~

~~FY 2021~~

~~Project~~	~~Cost~~
~~Recreation LED Field Lighting Project (in progress)~~	~~$247,500~~
~~Rosenbauer 78-foot Viper-MP3 (in progress)~~	~~$225,000~~
~~Total~~	~~$472,500~~

~~FY 2022~~

~~Project~~	~~Cost~~
~~Parsley Drive/Marguerite Drive (Area 3/Series 2019)~~	~~$5,520,000~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$200,000~~
~~Fire Station SCBA Apparatus~~	~~$100,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Gulf Lane Improvements~~	~~$300,000~~
~~John's Pass Village Boulevard (Areas 5/Series 2019)~~	~~$5,040,000~~
~~John's Pass Regrade & Repave Parking Lot~~	~~$120,000~~
~~Recreation LED Field Lighting Project~~	~~$100,000~~
~~Recreation Expansion Cost~~	~~$200,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~Watershed Management Plan~~	~~$120,000~~
~~Total~~	~~$12,953,006~~

~~FY 2023~~

~~Project~~	~~Cost~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$260,000~~
~~Public Works - Half Repaving~~	~~$125,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Marina Chip/Repave Asphalt~~	~~$125,000~~
~~Recreation Concession Stand Improvements~~	~~$100,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~155th Avenue/153rd Avenue & Municipal Drive (Area 6a)~~	~~$4,400,000~~
~~Peterbilt Claw Truck~~	~~$201,700~~
~~Peterbilt Packer Truck~~	~~$250,000~~
~~Total~~	~~$6,714,706~~

~~FY 2024~~

~~Project~~	~~Cost~~

~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~140th Avenue/Bayshore Drive (Area 3a)~~	~~$15,200,000~~
~~Recreation School Bus~~	~~$100,000~~
~~Total~~	~~$16,553,006~~

~~FY 2025~~

~~Project~~	~~Cost~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~New City Parking Garage~~	~~$6,000,000~~
~~Total~~	~~$7,053,006~~

Source: City of Madeira Beach, 2022.

Project Title	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-
Patriot Park fishing piers rebuild	$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	$250,000.00	-	-	-
Pocket Park Improvements	$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	$150,000.00	-	-	-	-
Construct Public Works Building	$200,000.00	$2,000,000.00	-	-	-
Replacement of SCBA	-	$185,000.00	-	-	-
John's Pass Boardwalk Repairs	$50,000.00	$50,000.00	$50,000.00	-	-
Johns Pass Park - Parking lot improvements	$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	$250,000.00	$3,000,000.00	$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	$300,000.00	-	-	-
Construct Concession Stand	$250,000.00	-	-	-	-
Renovate Dog Park	$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	$100,000.00	-	-	-	-

Shade Awnings and Dugout Replacement	-	$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	$400,000.00	-	-
Seawall Renovation Project at City Marina	-	$200,000.00	-	-	-
Construct Transient Docks at City Marina	$200,000.00	$1,000,000.00	-	-	-
Parking Equipment - City Wide	-	-	-	$225,000.00	$225,000.00
Replace a 2016 Peterbilt garbage truck	-	$290,000.00	-	-	-
Watershed Management Plan	$95,000.00	$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	$1,500,000.00	$1,500,000.00	-	-	-
Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131st Ave E & 129th Ave.	$1,000,000.00	$1,000,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	$200,000.00	$2,000,000.00	$1,500,000.00	-	-
Emergency Stormwater Repairs throughout the City	$200,000.00	$200,000.00	$200,000.00	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	$2,500,000.00	-	-	-	-
Generator replacement for 141st Stormwater Station	$125,000.00	-	-	-	-
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-

Source: The City of Madeira Beach,2022.

Objective 13.1.2:

Manage municipal debt through the budget process to maintain the integrity of municipal fiscal resources.

Policy 13.1.2.1:
Limit long-term borrowing to capital improvements too large to be financed by the annual municipal budget.

Policy 13.1.2.2:
Structure bonds issued to fund capital projects to be repaid within a period not to exceed the expected useful life of the bonded capital project.

Policy 13.1.2.3:
If financially feasible, use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

Policy 13.1.2.4:
Total debt service for general obligation debt will not exceed ten percent (10%) of net operating revenues.

Policy 13.1.2.5:
Secure grants or private funds whenever available to finance capital improvements.

Objective 13.1.3:
Maintain this Comprehensive Plan's adopted level-of-service standards for improved municipal facilities and services by

- eliminating any identified current deficiencies with municipal fiscal resources and,
- identifying the capital improvements necessary to serve new development and redevelopment at the adopted level-of-service standard through site plan review, and
- accessing proportionate-share development fees through the development permit process.

Policy 13.1.3.1:
Cooperate with other governmental jurisdictions, to require new development and redevelopment to pay the proportionate-share of the cost necessary to meet its demand on improved municipal facilities and services, maintain this Comprehensive Plan's adopted level-of-service standards, and ensure that the entire cost of providing improved municipal facilities and services is not borne by the general fund.

Policy 13.1.3.2:
Coordinate with Pinellas County and other government jurisdictions providing improved municipal facilities and services within the City to require capital improvement projects are funded in a fiscally equitable manner, apportioning the costs of serving new development and redevelopment at the adopted level-of-service standards among those who are responsible for growth.

Policy 13.1.3.3:
Develop and administer existing and future impact fees and proportionate-share development fees and regulations.

Policy 13.1.3.4:
Issue development permits only when improved municipal facilities and services adequate to maintain the level-of-service standards of this Comprehensive Plan are present or will be available concurrent with the impact of new development and redevelopment.

Policy 13.1.3.5:
The level-of-service standards for improved municipal facilities and services are provided in Policy 13.1.5.4 of this Comprehensive Plan.

Objective 13.1.4:
Public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) are limited to those improvements determined to be an overriding public benefit by the Board of Commissioners.

Policy 13.1.4.1:
Expend funds in the CHHA only when necessary to maintain this Comprehensive Plan's level-of-service standards for improved municipal facilities and services.

Objective 13.1.5: Concurrency Management System
The ~~Land Development Code~~land development regulations will provide a concurrency management system that requires new development and redevelopment to fund or provide the improved municipal facilities and services necessary to maintain this Comprehensive Plan's level-of-service standards concurrently with the impacts of the new development or redevelopment through implementation monitoring of this Comprehensive Plan and enforcement of the Code of Ordinances.

Policy 13.1.5.1:
Deny proposed new development and redevelopment that would diminish the level-of-service standards of this Comprehensive Plan.

Policy 13.1.5.2:
Issue development permits only if the improved municipal facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan are available concurrent with the impacts of the new development or redevelopment.

Policy 13.1.5.3:

The ~~Land Development Code~~land development regulations will provide that new development and redevelopment will be permitted only when concurrent with improved municipal facilities and services meeting or exceeding the level-of-service standards of this Comprehensive Plan.

Policy 13.1.5.4:
The level-of-service standards for the following improved municipal facilities and services are:

Mobility:
0.120362 square ft (ft2) of improved municipal mobility facilities and services per each (1) square foot (ft2) of building area ("B.A.").

Public Safety:
Improved municipal public safety facilities and services necessary to support a ninety percent (90%) seven-minute (7-minute) response rate per each (1) square foot (ft2) of building area (B.A.).

Sanitary Sewer:
111 gallons per capita per day.

Solid Waste:
4.9 pounds per capita per day of non-recyclable waste.

Stormwater Drainage:
Each newly developed or redeveloped property must be designed and maintained to retain on-site the first one-inch (1") of impervious surface runoff from the ten-year (10-year) frequency, sixty-minute (60-minute) storm event. \

Potable Water:

Year	2020	2025	2030	2035
Gallons per capita per day (gpcd)	102	104	105	107

Source: Regional Water Supply Plan, Chapter 4, Appendix 4, Table 34-A

Culture and Recreation:
0.299650 square feet (ft2) of improved municipal culture and recreation facilities and services per each (1) square foot (ft2) of building area ("B.A.").

Policy 13.1.5.5:
The ~~Land Development Code~~land development regulations will regulate new development and redevelopment to:

• Establish a monitoring system to measure and maintain level-of-service standards; and
• Require proportionate-share development fees and regulations to maintain the level-of-service standards for, and improve resilience of, improved municipal facilities and services.

Policy 13.1.5.6:
Review the ~~Land Development Code~~land development regulations's monitoring system annually, and with the *Capital Improvements Element* the year prior to preparation of the required Evaluation and Appraisal Report (EAR).

Policy 13.1.5.7:
Development permits for new development or redevelopment requiring the use of improved municipal facilities and services (e.g., potable water, sanitary sewer, solid waste, culture and recreation, mobility, or public safety facilities and services) will only be issued if the improved municipal facilities and services will be in place prior to issuance of the certificate of occupancy or provision of the facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan is guaranteed to be in place prior to issuance of a certificate of occupancy in an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or an agreement or development permit issued pursuant to Chapter 380, Florida Statutes.

Policy 13.1.5.8
(Reserved)

Policy 13.1.5.9:
Manage the impacts of new development and redevelopment and increase mobility through application of this Comprehensive Plan's goals, objectives, policies, and strategies, and ~~Land Development Code~~land development regulations ~~provisions~~ in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 13.1.5.10:
The Schedule of Capital Improvements may include projects listed in the first three (3) years of the FDOT five-year (5-year) work program.

Policy 13.1.5.11:
The Schedule of Capital Improvements will contain the estimated commencement and completion dates of Pinellas County road and improved municipal mobility facilities and services projects.

Policy 13.1.5.12:

Contact Pinellas County Utilities prior to issuing a building permit for proposed development of vacant parcels to determine that adequate potable water supplies exist to serve the development proposed.

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14.0 PUBLIC SCHOOL FACILITIES ELEMENT

GOAL 14.1: THROUGH PARTNERSHIPS AND EFFECTIVE COLLABORATION AMONG LOCAL GOVERNMENTS AND THE PINELLAS COUNTY SCHOOL DISTRICT, AND BECAUSE OF A SHARED COMMITMENT TO EDUCATIONAL EXCELLENCE, ALL STUDENTS OF THE PINELLAS COUNTY SCHOOL DISTRICT ~~SHALL~~ WILL BE PROVIDED THE OPPORTUNITY FOR HIGH STUDENT ACHIEVEMENT THROUGH THE AVAILABILITY OF HIGH QUALITY PUBLIC EDUCATIONAL FACILITIES.

Objective 14.1.1:
Madeira Beach, its partner local governments, and the School District ~~agree to~~will coordinate and base their plans upon consistent projections of population growth and student enrollment, and will ~~coordinate in sharing of~~ share information on proposed school facility changes, ~~certain~~ planned critical infrastructure improvements, ~~and~~ proposed future land use plan amendments, and~~/or~~ rezoning that increase or decrease residential densities.

Policy 14.1.1.1:
~~To ensure that land use and zoning decisions are adequately coordinated with public school facility planning, Madeira Beach shall c~~Continue to notify the School District of all Local Planning Agency hearings where land use plan amendments and/or rezonings will be considered that increase or decrease residential densities to ensure that land use and zoning decisions are adequately coordinated with public school facility planning.

Policy 14.1.1.2:
~~Madeira Beach shall i~~Inform the School District in advance of infrastructure projects that will restrict vehicular or pedestrian accessibility to public schools with sufficient time for School District review and comment, in compliance with Section 3(b) of the Public Schools Interlocal Agreement.

Objective 14.1.2:
~~Madeira Beach shall~~ Continue to support efforts that facilitate coordination of planning between ~~Madeira Beach~~the City and the School District for the location and development of public educational facilities.

Policy 14.1.2.1:
~~Madeira Beach shall~~Continue to participate with the School District in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition in accordance with the existing Interlocal Agreement for Public Educational Facilities Siting, ~~that was entered into with the School Board or~~ as ~~it may be subsequently~~ amended.

Policy 14.1.2.2:

~~Madeira Beach shall d~~Determine the consistency of a proposed location of a new or expanded public educational facility of the School ~~Board~~ District with ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~Plan, ~~and~~ consider~~inged with~~ the general locational criteria adopted by the School ~~Board~~District.

Policy 14.1.2.3:
~~Before a significant change of program at a public educational facility is implemented, the School District and Madeira Beach shall r~~Require a review of the facility's onsite and offsite impacts before a significant change of program at a public educational facility is implemented. ~~The School District and the Madeira Beach will w~~Work cooperatively with the School District to mitigate onsite and offsite impacts, including impacts to public facilities, identified through the review.

Objective 14.1.3:
Consistent with Section 163.3177(6)(a), F.S., and consistent with the Madeira Beach future land use policies, ~~Madeira Beach shall~~ explore those opportunities where colocation of public facilities and public schools provides a mutual benefit, serves a desirable community purpose, or represents an efficient use of finances and staff resources.

Policy 14.1.3.1:
As the opportunity arises, ~~Madeira Beach and the School Board, shall~~ evaluate with the School District the ability to enter into an agreement to collocate existing or planned school sites with other public facilities, including but not limited to: bike and pedestrian pathways, libraries, parks, community and recreational centers and facilities, museums, performing arts centers, auditoriums, stadiums, healthcare and social services and other uses as may be determined appropriate.

Objective 14.1.4:
~~Madeira Beach will s~~Support the School District's commitment to sustainable design and operations, as public schools are integral contributors to the quality of the surrounding community.

Policy 14.1.4.1:
~~Madeira Beach and the School District will s~~Share information on sustainable design and green building practices with the School District, and take advantage of opportunities to incorporate demonstration projects and technologies onsite, so that local schools can serve as community models of environmental efficiency.

Objective 14.1.5:
~~Madeira Beach shall c~~Collaborate with the School District and other local governments to promote safe access for students to public school facilities.

Policy 14.1.5.1:
~~Madeira Beach shall p~~Participate on the School Transportation Safety Committee (STSC) of the Pinellas County Metropolitan Planning Organization (MPO) to identify

locations within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

Policy 14.1.5.2:
~~Madeira Beach shall c~~Consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student safety and is compatible with the surrounding community.

Policy 14.1.5.3:
~~Madeira Beach shall c~~Cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.

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15.0 PROPERTY RIGHTS ELEMENT

GOAL 15.1: IN ACCORDANCE WITH THE LEGISLATIVE INTENT EXPRESSED IN SUBSECTIONS 163.3161(10) AND 187.101(3), FLORIDA STATUTES, THIS COMPREHENSIVE PLAN ~~SHALL~~ RESPECTS JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 15.1.1:
The following statements of private property rights ~~shall be~~are considered in local decision making.

Policy 15.1.1: The right of a property owner to physically possess and control ~~his or her~~their interests in the property, including easements, leases, or mineral rights.

Policy 15.1.2: The right of a property owner to use, maintain, develop, and improve ~~his or her~~their property for personal use or the use of any other person, subject to state law and local ordinances.

Policy 15.1.1.3: The right of a property owner to privacy and to exclude others from the property to protect ~~the owner's~~their possessions and property.

Policy 15.1.1.4: The right of a property owner to dispose of ~~his or her~~their proprty through sale or gift (the terms ~~"his" of "her~~ their" includes any entity that may be a property owner).

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CITY OF MADEIRA BEACH
Comprehensive Plan
Data and Analysis
(DRAFT)

~~~~~~~~~~~~~~~~~~~~~~~~~~~~

[DATE], 2023~~May 27, 2008~~

~~Prepared by~~
~~The Gail Easley Company~~
~~in conjunction with the~~
~~Pinellas Planning Council~~
~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Data and Analysis for the Comprehensive Plan of the City of Madeira Beach
(DRAFT)

TABLE OF CONTENTS

4.0 DATA AND ANALYSIS 3
4.1 Overview and Relationship to Existing Data and Analysis 3
4.1.1 Sources of Data and Analysis 3
4.1.2 New Dates and Clarifications 3
4.2 Future Land Use 3
4.2.1 Introduction 3
4.2.2 Population 3
4.2.3 Existing and Future Land Use 4
A. Existing Land Use 4
B. Future Land Use Needs 6
C. Support for Specific Policy Changes 7
4.2.4 Coastal High Hazard Area 7
4.2.5 Electric Distribution Substations 7
4.2.6 Open Space, Landscaping, Redevelopment, and View Corridors 7
4.2.7 Consistency with PPC Countywide Plan Rules 8
4.2.8 Hazard Mitigation 8
4.2.9 Revisions to the Glossary 9
4.2.10 Regionally Significant Resources and Facilities 9
4.3 ~~Transportation~~Mobility
4.3.1 Road Facilities Located in Madeira Beach
4.3.2 Pedestrian and Bicycle Infrastructure
4.3.3 Public Transit
4.3.4 Waterways 10
4.4 Housing 10
4.4.1 Inventory and Analysis 10
A. Housing Units by Type 10
B. Seasonal Housing 11
C. Housing Units by Year Constructed 11
~~D. Housing Conditions~~ 12
~~E. Housing Construction Activity~~ 12
F. Households by Tenure 12
G. Cost and Value of Housing 13
H. Subsidized Rental Housing Units 14
I. Residential Group Homes 14
J. Mobile Home Parks, Subdivisions, or Condominiums 14
K. Historically Significant Housing 14
4.4.2 Analysis of Housing Data 14
A. Projection of Households by Size and Income Range 14
B. Projected Housing Units by Type 14
C. Projected Housing Units by Tenure 15

D. Affordable and Workforce Housing 15
~~E. Projection of Seasonal Housing 15~~
4.5 Infrastructure 16
4.5.1 Stormwater Management 16
4.5.2 Potable Water 16
A. Introduction 16
B. Potable Water Facility Capacity, Projected Demand, Surplus or Deficits 17
C. Conservation and Reuse 17
D. Alternative Water Supply Projects 17
E. Financing 17
F. General Performance of Existing Facilities and Adequacy of Adopted Level-of-Service 17
4.5.3 Solid Waste 18
4.6 Conservation and Coastal Management 18
4.6.1 Working Waterfront 19
4.7 Culture and Recreation ~~and Open Space~~ 19
4.7.1 Acreage in Recreation and Open Space 19
4.7.2 Gulf of Mexico, The Narrows, and Boca Ciega Bay 19
4.7.3 Level-of-Service 20
~~4.7.4 New Recreation and Open Space 20~~
~~4.7.5 Municipal Marina 20~~
~~4.7.6 Severe Loss Properties 20~~
4.8 Intergovernmental Coordination 20
4.9 Capital Improvements 21
4.9.1 Concurrency Management 21
4.10 Public School Facilities 22

5.0 BIBLIOGRAPHY 22

6.0 APPENDICES 22

LIST OF TABLES

Number and Title Page
1 City of Madeira Beach Total Population ~~Projections~~ 4
2 Madeira Beach Future Population Estimates 4
~~2~~3 Existing Future Land Uses~~, 2007~~ 4
4 2018 Annual Average Daily Traffuc (AADT) and Level of Service (LOS) 14
5 2020 Annual Average Daily Traffic (AADT) And Level of Service (LOS) 14
6 Pedestrian and Bicycle Infrastructure 15
~~3~~7 Madeira Beach Housing Units by Type, ~~2000~~1990-2020 10
8 Madeira Beach Housing Units Percentages by Type, 1990-2020 98
~~4~~9 Household Vacancy Status in Madeira Beach~~Seasonal and Tourist Housing Units~~ 11
10 Condominiums and Tourist Accommodations in Madeira Beach 2022 19
~~5~~11 Total Housing Units by Year Constructed 11
12 Housing Built Pre-1980 and Housing Built Post-1980 In Madeira Beach 20
~~6~~13 Households by Tenure~~, 2000~~ in Madeira Beach 12
~~7~~14 Cost and Value of Madeira Beach Housing 13
~~8~~15 Madeira Beach Households by Housing Costs, 2000 13
~~9 Estimated and Projected Number of Households by Income Range 14~~

~~10 Estimated and Projected Housing Units by Type 15~~
~~11~~16 Pinellas County Projected Level-of-Service Standards 18
~~12~~17 Capital Improvement Needs 21
~~13~~18 Schedule of Capital Improvements Fiscal Years ~~2007-08~~2023 ~~Through~~ through ~~2011-12~~2027 21

LIST OF MAPS

Number and Title

~~LU-1 Existing Land Use 2007~~
~~LU-3 Floodplain~~
~~LU-4 Future Land Use~~
~~CM-1 Coastal High Hazard Area~~
6.0 Madeira Beach Comprehensive Plan Maps
6.1a Madeira Beach Future Land Use Map
6.1b Madeira Beach Roadway Network Map
6.1c Madeira Beach Public Transit Map
6.1d Madeira Beach Active Transportation Map
6.1e Madeira Beach Coastal High Hazard Area Map
6.1f Madeira Beach Environmental Map
6.1g Madeira Beach FEMA FIRM Map

4.0 DATA AND ANALYSIS

4.1 OVERVIEW AND RELATIONSHIP TO ~~EXISTING~~ DATA AND ANALYSIS

4.1.1 Sources of Data and Analysis

The City of Madeira Beach originally adopted its Comprehensive Plan in 1999. The City adopted its Evaluation and Appraisal Report (EAR) in 2006~~. This document updates,~~ and updated the data and analysis of the Comprehensive Plan based upon the recommendations of the EAR in 2008. Unless specifically provided and updated herein, the city will rely on the definitions provided in Chapter 163 of the Florida Statutes ~~9J-5, Florida Administrative Code,~~ and the data and analysis documents from the ~~1999 Comprehensive Plan~~2008 update.

4.1.2 New Dates and Clarifications

Throughout this amendment to the City of Madeira Beach Comprehensive Plan, revisions are made to the data and analysis as well as to applicable goals, objectives, and policies to provide updates and clarifications to the names of agencies, existing intergovernmental agreements, and to bring into current time any references to past dates. Numerous revisions are made for the sake of consistent language and accessibility without any substantive change to Goals, Objective, Policies, and Strategies.

4.2 FUTURE LAND USE

4.2.1 Introduction

Data and analysis for the Future Land Use Element includes an updated population projection for the new planning timeframes of ~~2013 and~~ 2025. Existing land uses ~~will be~~ are ~~inventoried~~ inventoried, and future land use needs ~~will be~~ are projected to meet the planning timeframes. Data and analysis on coastal high hazard areas and hazard mitigation planning ~~will be~~ are discussed in the Coastal Management and Conservation Element. The infrastructure needs and services ~~will be~~ are presented for the facilities located in and serving the city. ~~The Future Land Use Element Data and Analysis dated July 20, 1999, continues in effect except as modified in the following subsections.~~

4.2.2 Population

According to the 202~~00~~0 U.S. Census, the population of Madeira Beach was 3,895 ~~4,511~~. ~~The 2005 population was estimated to be 4,561 by the Pinellas County Planning Department. This is an increase of 1.1 percent since 2000.~~ The population is projected to increase only slightly~~, by 18 people, to 4,579 by 2013 and to 4,603 by 2025~~. These trends for a very slight population growth rate are consistent with the trends described in the comprehensive plan. The factors that support this trend include the built-out character of the community and the very low amount of vacant land remaining in the city. The sources of the slight population growth are predicted to result from limited infill development of the few vacant residential lots existing in the community, ~~as well as~~ the potential for a transition of some seasonal units to full-time, year-round residences, and moderate redevelopment.

Population projections~~, including~~ for ~~the years 2013 and~~ 2025 as the new planning

timeframes for the city, have been updated from the University of Florida Bureau ~~of Economic~~of Economic and Business Research, 2021 and the 2020 U.S. Census ~~Pinellas County~~ information and are presented in Table 1.

Table ~~*1~~1: City of Madeira Beach Total Population ~~Population Projections~~

1990 ~~2005~~	2000 ~~10~~	2010 ~~3~~	2020 ~~15~~	2021 (UF BEBR Estimate)~~5~~
4,225 ~~561~~	4,511 ~~72~~	4,263 ~~579~~	3,895 ~~4,583~~	3,886 ~~4,603~~

Source: UF Bureau of Economic and Business Research, 2021, U.S. Census, 2020~~Pinellas County Planning Department, Pinellas County Florida: Permanent Population Projections by~~

Table ~~*~~2: Madeira Beach Future Population Estimates

2020 (US Census Population)	Population Change Between 2010 and 2020	Annual Population Decline Rate Between 2010 and 2020	2030 Population Estimate	2040 Population Estimate
3,895	-368	-0.86%	3571	3274

Source: Population estimates based on the annual population decline rate between 2010 and 2020. ~~Jurisdiction. February 2007, and The Gail Easley Company.~~

4.2.3 Existing and Future Land Use

An existing land use map~~, dated~~ 2007, provides current information regarding the land uses in ~~Madeira Beach~~the city. The existing land uses have been updated and are summarized below to replace the information in Section 4.2.3 of the ~~1999~~ 2008 data and analysis. In addition, land needs to support the forecast population are described.

The ~~City of Madeira Beach~~ city is almost completely built-out horizontally and has only a very limited amount of vacant/undeveloped land remaining. Therefore, the land use descriptions in the comprehensive plan have remained largely unchanged, with minor changes in the distribution of acreage among individual land uses. Redevelopment and ~~the~~ a moderate increase in the number of mixed-use developments is anticipated for the future.

A. Existing Land Use

Existing land uses are shown in Table ~~2~~3.

Table ~~*2~~3: Existing Future Land Use~~, 2007~~

Land Use Category~~Description~~	Acres	Percent~~1~~
Residential Urban ~~Single-family Residential~~	166.36~~178.2~~	34%~~39.9~~

Residential Medium~~Duplex/Triplex~~	91.63~~38.5~~	18.7%~~8.6~~
Residential/Office/Retail~~Multifamily~~	18.04~~65.9~~	3.7%~~14.7~~
Resort Facilities Medium ~~Commercial~~	34.74~~67.1~~	7.1%~~15.0~~
~~Commercial General Public/Semi-public~~	34.19~~30.5~~	7%~~6.8~~
~~Planned Redevelopment-Mixed Use~~Agricultural	80.09~~0.3~~	16.4%~~0.1~~
~~Recreation/Open Space~~	14.07~~29.6~~	2.9%~~6.6~~
Preservation~~Vacant~~	23.04~~9.6~~	4.7%~~2.1~~
~~Miscellaneous~~	~~0.3~~	~~0.1~~
~~Conservation/Preservation~~	~~22.4~~	~~5.0~~
~~Marinas~~	~~4.5~~	~~1.0~~
~~Subtotal~~	~~446.9~~	~~100.0~~
Institutional ~~Interior Water~~	27.26~~0.00~~	5.6%~~NA~~
Transportation/Utility~~Right-of-Way~~	0.15~~123.0~~	0.03%~~NA~~
Total	489.58~~569.9~~	100%

Source: ~~Pinellas County Planning Department and Pinellas Planning Council, 2007.~~
[1] ~~Percentage of land area excluding interior water and right-of-wa~~Pinellas Planning Council ~~y.~~

1. Residential Land Use. The land use character of the city remains predominantly residential,with single-family detached housing ~~constituting~~ occupying the largest amount of acreage and multi- family having the largest number of units. Of the 446.9 acres that comprise the city, 282.6 acres (63.2%) are devoted to residential land uses. Approximately one-third of the housing in Madeira Beach is single-family detached, with the other two-thirds comprised of duplex, ~~or~~ triplex, and multiple family dwellings.

2. Commercial Land Use. In total, commercial land uses ~~consist~~ occupy~~of~~ 67.1 acres or 15.0 percent of the total land area. The type of commercial activity found in the city ~~can be described as being of a~~ is generally retail, restaurant, and services for tourists and visitors. There is also a small amount of land associated with ~~marine~~ marine-related activities and commercial fishing businesses.

Commercial uses are concentrated along Gulf Boulevard and on 150th Avenue with significant redeveloping nodes at Madeira Way, the northern anchor and Johns Pass Village, the southern anchor. These commercial areas serve ~~not only~~ the needs of the ~~residents~~ citizens of the ~~City of Madeira Beach~~city ~~but also~~and residents of surrounding communities, ~~as well as~~ tourists, and visitors.

3. Agricultural (Fishing) Land Use. There is only a small amount, 0.3 acres, of agricultural

land use located within the city. This area is associated with the commercial fishing operations and water-dependent recreational uses.

4. Recreation/Open Space Land Use. Within the city, there is a total of 29.6 acres of recreation/open space land ~~which equals~~ that occupies 6.6 percent of the land area. This acreage is comprised of several parks with beach access to the Gulf of Mexico along Gulf Boulevard, a large city park ~~fronting~~ on Boca Ciega Bay in the area of the municipal complex, a smaller city park along 150th~~th~~ Avenue, Teardrop Park on Crystal Island, and several street ends along Boca Ciega Bay.

5. Conservation/Preservation Land Use. Within the ~~City of Madeira Beach~~city, 22.4 acres comprising 5.0 percent of the land area ~~contains~~ is conservation/preservation land. This includes significant ~~strips of land along the~~ Gulf of Mexico frontage and an island in Boca Ciega Bay just north of John's Pass.

6. Marinas. A commercial marina is located on 150th Avenue, consisting of 4.5 acres or about 1.0 percent of the land area of the city.

7. Public/Semi-Public Land Use. Public/Semi-Public land uses comprise only 30.5 acres or 6.8 percent of the land area of the city. The primary parcel in this category serves as the location for the Madeira Beach Elementary and Middle School~~s and the Madeira Beach Elementary School~~.

8. Vacant/Undeveloped Land. As described above, the City of Madeira Beach is ~~a mostly~~primarily built-~~-~~out ~~community~~. Only 9.6 acres or 2.1 percent of the city land area is vacant. The vacant property that does remain is made up of a few residential lots and several vacant parcels located along commercial corridors. T~~here is no concentration of t~~hese vacant parcels ~~as they~~ are scattered within the city.

~~10~~9. Historic Resources. There are no historic resources identified by the City of Madeira Beach. ~~One building in the city, t~~The Archibald Park Snack Shack~~,~~ has been assigned the Master Site File Inventory Number 8PI11581 as of March 1, 2007. However, there are no criteria requiring a demonstration of historic significance in order to be added to the Master Site File. While this building has been listed in the inventory, the ~~city~~ City has established no preservation or maintenance policy for the protection of this building.

B. Future Land Use Needs

There have been few land use plan amendments since the previous EAR-based amendments ~~in 1999~~ and the land use pattern in Madeira Beach has remained stable. There has been no increase in allowed residential density citywide; the trend in local redevelopment activities has resulted in fewer dwelling units rather than more. This reduction in density may be due, in part, to the establishment and enforcement of the county coastal construction control line and enforcement of comprehensive plan densities.

The ~~City of Madeira Beach~~city is almost completely built-out. Redevelopment of previously developed land is, and will continue to be, the focus of the comprehensive plan and consistent with the land development regulations.

~~The projected population growth for the city through 2013 is only an additional 18 residents.~~ It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, ~~as well as the potential for a transition of some seasonal units to full-time, year-round residences~~and moderate redevelopment.

~~The city, through the EAR, has identified three Future Land Use Element (FLUE) policies that will be changed. These are described in further specific detail in Section 4.2.10 below. One of these policies is FLUE Objective 1.7, which directs that development activities will maintain the existing character of Madeira Beach. The words "existing character" may refer to small bungalows, cottages, mom and pop motels, strip commercial, and single-family suburban subdivision homes that were prevalent prior to 1999. The economic pressures evident between~~ 2000 and 2005 ~~do not support the continuance of those types of structures or uses. Many older residential units do not comply with Federal Emergency Management Act (FEMA) building and elevation requirements that are currently in effect for most remodeled, and all new, residential units. Other problems with existing development include the lack of pervious or landscaped open areas and commercial strip centers that are not easily accessible by pedestrians.~~

~~There is a need for Future Land Use Map (FLUM) categories that encourage mixed-use development on the same site so that tourist accommodations may have on-site amenities for their guests. A land use category, and associated standards, that favors transient accommodations rather than the development of permanent dwelling units is also needed.~~ Two particular areas within the city ~~may be~~ are considered ~~as~~ focal areas, or anchors, and thus subject to more specific planning strategies. These are Madeira Way, the northern anchor and Johns Pass, the southern anchor.

~~Anticipated r~~ Redevelopment of several properties in the Madeira Way ~~vicinity relates to the most recent~~are the result of action taken by the Board of Commissioners to proceed with a redevelopment land use designation for the area. As ~~envisioned within the~~ master ~~plan a~~ redevelopment plan ~~will be~~ has been ~~initiated~~ developed for the area generally bounded by 150th Avenue, Gulf Boulevard, 153rd Avenue, and Boca Ciega Bay. This designation ~~will~~ allowed the community to stipulate particular development goals and approaches for this area that ~~may~~ include mixed-use development and design guidelines ~~that will~~ to enhance the area as a town center and foster a sense of place. ~~Particular goals may include keeping a grocery store on the island and promoting tourist dwellings, hotels, or mixed-use projects rather than condominiums.~~ The redevelopment area plan is intended to develop a vision for this area, including the public properties at City Hall, Rex Place, and the Gulf Beaches Public Library. The area plan also serves as the technical basis for an amendment to designate the area with a Planned Redevelopment – Mixed Use land use category.

C. ~~Support for Specific Policy Changes~~

~~Objective 1.5 in the Future Land Use Element describes the character of residential development as "nautical, beach community, family-oriented, residential…" The objective is proposed for revision to remove the word "nautical". There are no design guidelines to review~~

~~whether a neighborhood is nautical. The other terms are more generalized planning concepts, which are easier to maintain and have been and will continue to be followed in the community.~~

~~Objective 1.14 establishes annexation policy for the city. The city is not proactive in pursuing annexation but will consider and accept voluntary annexations. The objective is reworded to more accurately reflect city intent.~~

4.2.4 Coastal High Hazard Area

~~An updated map, CM-1 of the new definition of t~~ The coastal high hazard areas (CHHA) based on the SLOSH model is provided in the Conservation and Coastal Management Element. The City ~~of Madeira Beach~~ will continue to use the Forward Pinellas ~~Pinellas Planning Council~~ Countywide Plan Rule that defines the CHHA for regulatory purposes. ~~The boundary line established for such regulatory purposes is in the process of being renamed the Coastal Storm Area. This~~The Coastal Storm Area consists of the area within the CHHA, the area within the velocity zone or Zone V, areas that are surrounded by the CHHA, and islands that are connected to the mainland by bridges or causeways. The CHHA boundary (Coastal Storm Area) as adopted by the Forward Pinellas ~~Pinellas Planning Council and the Countywide Planning Authority~~ is legally binding on the ~~city~~City. This line is depicted on the ~~FLUM~~ 6.1e Madeira Beach Coastal High Hazard Area Map (~~Map LU-4~~) and is the boundary line used ~~in~~ to determin~~e~~ing whether increases in density or intensity are appropriate.

4.2.5 Electric Distribution Substations

There is currently one electric substation within the city and no vacant parcels large enough to accommodate a new substation. However, consistent with ~~State~~ state law, the ~~city will adopt~~comprehensive plan has a policy that ensures that new substations are permissible in all future land use plan categories except Preservation. State law provides that electric substations may be excluded from preservation, conservation, and historic preservation categories. ~~The city does implement a Preservation land use category. Therefore, new electric substations must be permissible in all land use categories in the city except Preservation. A new policy is proposed to recognize the requirements of state law.~~

4.2.6 Open Space, Landscaping, Redevelopment, and View Corridors

The City ~~of Madeira Beach has identified the issue of open space, in the form of view corridors, as an important element for consideration during redevelopment. Specifically, the city seeks to Include~~ adopted an objective to ~~address this desire to~~ preserve view corridors by keeping them clear of buildings, accessory structures, and structured parking. Other advantages of ~~providing~~ requiring view corridors during redevelopment include reduced impervious surfaces, increased pedestrian access, and improved on-site stormwater management.

Developers are able to provide view corridors in the form of increased landscaping and other site features through the flexibility offered in the planned development district. This strategy to protect view corridors is especially important along Gulf Boulevard to break up the continuous “wall” effect along the Gulf of Mexico~~. However,~~ and as redevelopment occurs throughout the city, the views of Boca Ciega Bay are also ~~becoming~~ increasingly valuable and worthy of protection.

4.2.7 Consistency with Forward Pinellas ~~PPC~~ Countywide Plan Rules

The County is currently revising their comprehensive plan and the City anticipates it will make subsequent modifications to the comprehensive plan to accord with changes resulting from the County's effort, once adopted, if consistent with the community's adopted vision. ~~In January 2007 the Pinellas Planning Council issued a report entitled *Review of Local Government Future Land Use Plans and Land Development Regulations for Consistency with the Countywide Rules*. Four (4) items were identified for Madeira Beach regarding consistency of its comprehensive plan with the Countywide Plan Rules. The consistency requirements are identified below together with an explanation of the amendment needed to ensure consistency.~~

- ~~The definition of density does not clearly exclude public rights-of-way and submerged land from density calculations. The calculation of existing density that is shown in the discussion of existing land use has been adjusted to ensure that rights-of-way and submerged lands are not included.~~
- ~~Š The comprehensive~~The plan~~c o m p r eh e nsi v e~~ glossary~~plan~~ contains~~glossary~~ ac o n t a i n s~~ definition~~a d e f i n i t i o n~~ for Floor Area Ratio (FAR)~~
- ~~calculations that appears~~appear ~~to impermissibly include rights-of-way and submerged lands. The~~
- ~~definition is adjusted below.~~
- ~~Š The comprehensive plan glossary contains a definition for Impervious Surface Ratio (ISR)~~
- ~~that appears to impermissibly include rights-of-way and submerged lands. The definition is adjusted below.~~
- ~~Š Locational characteristics for the land use categories in the Countywide Plan Rules are not~~
- ~~specifically included in the land use categories described for Madeira Beach. The policies~~
- ~~describing the land use categories are being modified to include the more detailed description of locational characteristics.~~

4.2.8 Hazard Mitigation

The Pinellas County Local Mitigation Strategy (LMS) provides ~~an analysis~~ analyses of vulnerability to various types of hazards. ~~Madeira Beach~~The city has a high vulnerability to coastal flooding and coastal erosion. The city has a high vulnerability to minor and major ~~hurricanes~~tropical storms. According to the ~~Local Mitigation Strategy~~LMS, the probability for hurricanes in Pinellas County as a whole is high, and higher surges than indicated by the Saffir/Simpson Hurricane Scale are expected ~~than indicated by the Saffir/Simpson Hurricane Scale~~.

The ~~local mitigation strategy~~LMS establishes goals for public education, protection of property and infrastructure, and comprehensive coordination of mitigation efforts. ~~Appendix A is an excerpt from the local mitigation strategy listing the goals and objectives of the strategy. Additional objectives and policies are contained in t~~The Conservation and Coastal Management Element and the Intergovernmental Coordination Element of the comprehensive plan contain objectives and policies for consistency with the goals and objectives of the ~~mitigation strategy~~LMS. ~~Some objectives and policies in the Future Land Use Element now address mitigation and will be relocated to the Conservation and Coastal Management Element~~.

~~The Tampa Bay Regional Hurricane Evacuation Study addresses the counties of the region but does not organize data by municipality.~~ For purposes of coordinating evacuation activity~~, however,~~ the ~~city~~ City will continue to coordinate with Pinellas County Emergency Management regarding voluntary and mandatory evacuations.

People with special needs may register with the Madeira Beach Fire Department or the Pinellas County Emergency Management Department. This registration places a person in the database. In an emergency, such as an evacuation, a bus is provided to transport individuals with special needs to a shelter. There are no group homes or mobile homes identified within the city. There are no nursing homes or hospitals within the city.

Objectives and policies pertaining to hurricane evacuation are updated to ensure consistency with the ~~2006 hurricane study~~2022 Comprehensive Emergency Management Plan and coordination with countywide emergency management requirements.

All objectives and policies pertaining to hazard mitigation and hurricane evacuation ~~are being~~have been consolidated into the Conservation and Coastal Management Element.

4.2.9 Revisions to ~~the Glossary~~Definitions

The glossary of the comprehensive plan is not adopted, but does provide essential definitions for understanding terms in the plan. The following revised definitions are provided to meet requirements for consistency with the Pinellas Planning Council Countywide Plan Rules and to provide additional definitions desired by the city.

Ancillary Non-residential Use – Off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous, non-residential uses.

Coastal Storm Area – the area that includes the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

Density – The measure of permitted residential development expressed as a maximum number of dwelling units per gross acre of land area, excluding public road rights-of-way and submerged lands.

Floor Area Ratio (FAR~~Intensity~~) – A measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

Impervious Surface Ratio (ISR) – A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

4.2.10 Regionally Significant Resources and Facilities

~~In the evaluation and appraisal report, one recommendation addressed the recognition of regionally significant resources and facilities in the Madeira Beach Comprehensive Plan.~~ The Tampa Bay Regional Planning Council Strategic Regional Policy Plan identifies the following regionally significant resources and facilities: coastal barrier islands, ~~which~~ that include the majority of Madeira Beach; Tom Stuart Causeway) as a hurricane evacuation route; Gulf beaches; Boca Ciega Bay; Gulf of Mexico; and Gulf Boulevard. The comprehensive plan already contains sufficient policy guidance to address protection of natural resources, access to beaches and surface waters, and hurricane evacuation. No additional objectives or policies are needed to address the presence of these regionally significant resources and facilities. Florida Statutes Section 380.093 requires the identification and inventory of critical assets. Pinellas County is in the process of conducting a statutorily-compliant countywide Vulnerability Assessment to satisfy the statute.

4.3 ~~TRANSPORTATION~~MOBILITY

4.3.1 Road Facilities Located in Madeira Beach

Madeira Beach has two State Roads that cross through the municipal boundaries. Gulf Boulevard (SR 699) is the main North-South Corridor in Madeira Beach. Within Madeira Beach, Gulf Boulevard (SR 699) is Signalized Arterial Road with 4 travel lanes and a divided median. Tom Stuart Causeway/150th Ave (SR 666) is the main East-West Corridor in Madeira Beach. From the boundary of Madeira Beach to the intersection of Duhme Road, Tom Stuart Causeway/150th Ave (SR 666) has 6 travel lanes and a divided median. From the intersection of Duhme Road to the intersection of Gulf Boulevard (SR 699), Tom Stuart Causeway/150th Ave (SR 666) has 4 travel lanes and a divided median. Both sections of Tom Stuart Causeway/150th Ave (SR 666) are signalized arterial roads.

In 2019 and 2021, Forward Pinellas released Annual Level of Service Reports related to state and county roads within Pinellas County. Gulf Boulevard (SR 699) has a Level of Service (LOS) of ~~a~~ D~~, which~~ that is acceptable for an arterial road in an urbanized area. Gulf Boulevard is not projected to have capacity issues. Tom Stuart Causeway (SR 666) has a Level of Service (LOS) of ~~a~~ C. A Level of Service (LOS) of ~~a~~ C is reasonable for an arterial road. Tom Stuart Causeway (SR 666) is not foreseen to have capacity issues.

Table 4: 2018 Annual Average Daily Traffic (AADT) And Level of Service (LOS)

Gulf Boulevard (SR 699)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Peak Volume	Peak Hour Capacity	Facility Level of Service (LOS)
Treasure Island Causeway-to-Tom Stuart Causeway	Signalized Arterial	4D	2.95	23,950			D
Tom Stuart Causeway-to-Park Boulevard	Signalized Arterial	4D	3.85	17,658			D

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Seminole Boulevard-to-Duhme Road	Signalized Arterial	6D	0.53	30,000	C
Duhme Road-to-Gulf Boulevard	Signalized Arterial	4D	0.89	30,000	C

Table 5: 2020 Annual Average Daily Traffic (AADT) And Level of Service (LOS)

Gulf Boulevard (SR 699)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Treasure Island	Signalized Arterial	4D	2.95	21,500	D

Causeway-to-Tom Stuart Causeway					
Tom Stuart Causeway-to-Park Boulevard	Signalized Arterial	4D	3.85	17,011	D

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Seminole Boulevard-to-Duhme Road	Signalized Arterial	6D	0.53	25,000	C
Duhme Road-to-Gulf Boulevard	Signalized Arterial	4D	0.89	25,000	C

4.3.2 Pedestrian and Bicycle Infrastructure

Table 6: Pedestrian and Bicycle Infrastructure

Gulf Boulevard (SR 699)

Facility Section	Bicycle Infrastructure	Pedestrian Infrastructure	Sidewalk Width (Feet)
Treasure Island Causeway-to-Tom Stuart Causeway	Designated Bike Lanes On Both Sides of Corridor	Sidewalks on Both Sides of Corridor	4
Tom Stuart Causeway-to-Park Boulevard		Sidewalks on Both Sides of Corridor	4

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Bicycle Infrastructure	Pedestrian Infrastructure	Sidewalk Width (Feet)
Seminole Boulevard-to-Duhme Road	None	Sidewalks on Both Sides of Corridor	4
Duhme Road-to-Gulf Boulevard	None	Sidewalks on Both Sides of Corridor	4

4.3.3 Public Transit

Pinellas Suncoast Transit Authority (PSTA) serves Madeira Beach with the Suncoast Beach Trolley and Route 68. The Suncoast Beach Trolley connects Madeira Beach with the rest of the barrier island communities in Pinellas County and to the Park Street Terminal in downtown Clearwater. The Suncoast Beach Trolley connects the Madeira Beach Town Center Activity Center with other Activity Centers like the Treasure Island Downtown ~~Special Area Plan~~, Clearwater Beach by Design, St. Pete Beach Community Redevelopment Area ~~Plan~~, and Clearwater Downtown Redevelopment ~~Plan~~Area. Park Street Terminal in downtown Clearwater functions as a transit hub that connects the Suncoast Beach Trolley with various Core, Frequent Local, Supporting Local, and Trolley PSTA routes. In St. Pete Beach, the Suncoast Beach Trolley will connect with the SunRunner Bus Rapid Transit~~, which~~ that will provide high frequency bus rapid transit service between St. Pete Beach and downtown St. Petersburg. The Suncoast Beach Trolley is PSTA's sixth busiest route with 585,183 total trips in 2019 (PSTA, 2020). The Suncoast Beach Trolley currently operates with 30-minute headways seven (7) days a week, making it one of PSTA's more frequent routes (PSTA, 2020).

Route 68 is a Supporting Local route that serves as a connection between the transit hub at Tyrone Square Mall to Madeira Beach Town Center~~,~~ and John's Pass Village. The transit hub at Tyrone Square Mall is served by twelve bus routes~~, which~~ that connect ~~it~~ the transit hub to the rest of Pinellas County. Route 68 serves the Tyrone Activity Center~~,~~ and Madeira Beach Town Center. Route 68 is ~~their~~ PSTA's 32nd busiest route with 64,580 total trips in 2019. Route 68 operates with 60-minute headways (PSTA, 2020).

Within the proposed John's Pass Village Activity Center, there are ~~five~~ five (5) existing bus stops. One (1) stop is exclusively served by Route 68, one (1) stop is exclusively served by the Suncoast Beach Trolley, and three (3) stops are served by both routes. These three (3) collaborative bus stops have nearby crosswalks to allow ~~for~~ riders to safely cross the ~~street~~ Gulf Boulevard to access the stops. While all three (3) bus stops have benches, only two have a bus shelter.

PSTA's FY 2021-2030 Transit Development Plan (TDP) proposes to expand the frequency of service for both routes that serve Madeira Beach (the Suncoast Beach Trolley and Route 68). ~~The~~ Under the TDP, the Suncoast Beach Trolley would have 15-minute headways (PSTA, 2020). Increasing the frequency of service to 15 minutes would ~~help make~~increase the attractiveness of using public transit in Madeira Beach ~~more attractive~~, since ~~riders~~ the public would have minimal wait times for the next Trolley. Tourists staying in nearby beach communities along Gulf Boulevard would be more ~~encouraged~~ enabled to ride the Suncoast Beach Trolley to Madeira Beach, which would in turn reduce the vehicular mobility pressure on existing roads and parking facilities.

PSTA would like to increase service for Route 68 with 30-minute headways for weekdays and 60-minute headways for weekends (PSTA, 2020). Doubling the frequency of service for Route 68 could potentially raise weekday ridership by 85.8% in PSTA's Optimal Plan Scenario (PSTA, 2020). Increasing the service frequency for Route 68 would provide the public—and particularly the transit-dependent ~~riders~~ public ~~and choice riders~~ from Pinellas County's inland communities better access to Madeira Beach for recreation and employment ~~from Pinellas~~

~~County's inland communities~~.

4.3.4 Waterways

The Forward Pinellas Waterborne Transportation Committee ~~is having~~has requested PSTA to study expanding ferry service in the Tampa Bay Metro Area. Forward Pinellas is developing a revised waterborne transportation section in their Advantage Pinellas: Long Range Transportation Plan. In their System Plan Vision, there are two routes proposed to connect to John's Pass Village. The North Intracoastal Route that would travel from North Beach Clearwater Marina with stops at Sand Key, Belleair Bluffs, Indian Rocks Beach, and John's Pass Village. The South Intracoastal Route would travel from John's Pass Village and connect to Jungle Prada, Treasure Island, and St. Pete Beach. John's Pass Village is the fifth highest scoring waterborne stop in the Proposed Countywide Waterborne Policy Framework. Any proposed route in the System Vision Plan would require a local funding match for capital and operating expenses.

4.4 HOUSING

4.4.1 Inventory and Analysis

A. Housing Units by Type

Between 1990 and ~~2000~~2020, the housing within the city has changed ~~very little~~ in terms of numbers of units as well as in the distribution of single-family versus multifamily units. Over the three (3) decade period, the total number of units has increased by ~~183~~ 386 units to a total of ~~3,971~~4,174 in ~~2000~~2020. During this same time period, the distribution of single-family units ~~decreased~~ increased from 37 percent to ~~33~~38 percent while the multi-family units showed a corresponding ~~increase~~ decrease from 63 percent to ~~67~~ 60 percent.

Table ~~*3~~7: Madeira Beach Housing Units by Type, 1990-2020~~2000~~*

Unit Types	Madeira Beach ~~Pinellas County~~**			
	Total Housing Units 1990~~Number of Units~~	Total Housing Units 2000~~Percent of Total~~	Total Housing Units 2010~~Number of Units~~	Total Housing Units 2020~~Percent of Total~~
Single-family	1,384 ~~1,410~~	1,410~~35.5~~	1,565~~261,008~~	1,604~~54.2~~
Multifamily	2,366 ~~2,542~~	2,542~~64.0~~	2,635~~169,202~~	2,519~~35.1~~
Mobile Home/Other***	38 ~~19~~	19 ~~0.5~~	41 ~~51,363~~	51 ~~10.7~~
Total	3,788~~3,971~~	3,971~~100.0~~	4,241~~481,573~~	4,174~~100.0~~

Source: U.S. Census Bureau, 2000, U.S. Census Bureau, 2010, U.S. Census Bureau, 2020.

* Total housing units.
** Estimates for housing units by type, tenure, and value are calculated separately, and may not equal estimates for total housing units.
*** In Madeira Beach, mobile home units are actually marine liveaboards or houseboats. There are no mobile home units identified in Madeira Beach.

Table 8: Madeira Beach Housing Units Percentages by Type, 1990-2020

Unit Types	Madeira Beach 1990	Madeira Beach 2000	Madeira Beach 2010	Madeira Beach 2020
Single-family	36.50%	35.50%	37%	38%
Multifamily	62.50%	64%	62%	60%
Mobile Home	1%	0.50%	1%	1%
Total	100%	100%	100%	100%

B. Seasonal Housing

The U.S. Census Bureau reported ~~1,096~~1,071 units in the city as seasonal, recreational, or for occasional use. By the census definition, these seasonal units include time-sharing condominiums. These units are included in the census as vacant units and may be single-family residences or multifamily residences. Seasonal units represent ~~27.6~~25.6 percent of the housing units in the city. This is significantly higher than the countywide, seasonal, recreational, and tourist units ~~which~~ that account for approximately seven percent (7%) of all housing units.

There are ~~251~~ 408 hotel or motel units in Madeira Beach. These units are distributed ~~among eight complexes~~ primarily along Gulf Boulevard and were ~~identified in an inventory completed by the city in April 2007~~updated in 2022.

~~Table 4: Seasonal and Tourist Housing Units~~

Table ~~*:~~9: Household Vacancy Status in Madeira Beach

Label	2000	2020	Change Between 2000 and 2020	Percent Change Between 2000 and 2020
Total:	1,448	2,173	725	50.07%
For rent	246	578	332	135%
Rented, not occupied	*	0	NA	NA
For sale only	24	52	28	117%

Rented or sold, not occupied	34	44	10	29%
For seasonal, recreational, or occasional use	1,071	1,246	175	16%
For migrant workers	0	0	0	0%
Other vacant	73	253	180	247%

Table *: 10: Condominiums and Tourist Accommodations in Madeira Beach 2022

Type of Accommodation	2007		2022	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Condominium	*	*	1678	69%
Timeshare	*	*	96	4%
Hotel, Motels	251	*	408	17%
Condo Conversion - motel, hotel, Condo Hotel and Motel	*	*	239	10%
Total:	*	*	2421	100%

C. Housing Units by Year Constructed

According to an inventory recently revisedcompleted by the city Cityin April 2007, there have been 69 342 units constructed in the city since 20052000. Of these, most were constructed before 2010. Since 2010, only 65 units were constructed, 31 of which were constructed since 2014. Most of the remaining units constructed since 1990 are replacement units on existing lots subdivided in the 1950s. The majority of homes in the city, almost two-thirdsapproximately half of the total, were constructed between 1940 and 1980.

Table *511: Total Housing Units by Year Constructed

	Madeira Beach city, Florida	
YEAR STRUCTURE BUILT	Estimate	Percent
Built 2014 or later	31	0.7%
Built 2010 to 2013	34	0.8%
Built 2000 to 2009	277	6.6%
Built 1990 to 1999	262	6.3%
Built 1980 to 1989	866	20.7%

Built 1970 to 1979	838	20.1%
Built 1960 to 1969	442	10.6%
Built 1950 to 1959	926	22.2%
Built 1940 to 1949	344	8.2%
Built 1939 or earlier	154	3.7%
Total housing units	4,174	4,174

U.S. Census Bureau, 2020

Table *12: Housing Built Pre-1980 and ~~Versus~~ Housing Built Post-1980 In Madeira Beach

	2010		2020	
Time of Construction	Number of Housing Units	Percentage of Total Housing	Number of Housing Units	Percentage of Total Housing
Housing Built Pre-1980	2971	70%	2704	65%
Housing Built Post-1980	1270	30%	1470	35%
Total Housing	4241	100%	4174	100%

~~Year Constructed~~	~~City~~		~~Pinellas County~~	
	~~Number of Units~~	~~Percent of Total~~	~~Number of Units~~	~~Percent of Total~~
~~1995 to 2005[1]~~	~~154~~	~~3.8~~	~~43,677~~	~~8.7~~
~~1990 to 1994[2]~~	~~38~~	~~1.0~~	~~25,453~~	~~5.1~~
~~1980 to 1989~~	~~699~~	~~17.6~~	~~102,367~~	~~20.3~~
~~1960 to 1979~~	~~1,426~~	~~36.0~~	~~217,867~~	~~43.2~~
~~1940 to 1959~~	~~1,495~~	~~37.6~~	~~94,867~~	~~18.8~~
~~1939 or earlier~~	~~159~~	~~4.0~~	~~19,753~~	~~3.9~~
~~Total Housing Units~~	~~3,971~~	~~100.0~~	~~503,980~~	~~100.0~~

~~Source: [1] Pinellas County Building, 2007; the estimate is April 1, 2000 through March 31, 2005, and City of Madeira Beach, 2007.~~

~~[2] U.S. Census Bureau, 2000; the census count is through March 31, 2000.~~

D. ~~Housing Conditions~~

~~A windshield survey of the city in April 2007 shows that the housing stock is generally of standard construction and in good repair. This visual survey is supplemented by data from the U.S. Census~~

~~Bureau.~~

1. ~~Substandard. Housing units are considered to be substandard if they are overcrowded, do not have heat, or lack complete kitchens or plumbing. In 2000, 32 units had an average of over 1.01 persons per room. Only eight units lacked complete plumbing and nine units lacked complete kitchen facilities. While these thresholds represent substandard conditions for a limited number of units, this small percentage of units does not indicate a housing problem in the city.~~

2. ~~Aesthetics. The maintenance of structurally sound housing as well as aesthetic improvements for housing is provided primarily through private maintenance practices.~~

E. ~~Housing Construction Activity~~

~~Total housing units were estimated as 3,971 in 2005. According to an inventory completed by the city in April 2007, there have been 69 new units constructed in the city since 2005. These units, all representing multifamily or attached housing, are distributed among the following developments: Snug Harbor, 45 units; Lone Palm Town Homes, 18 units; and Princess, 6 units.~~

~~The projected population growth for the city through 2013 is only an additional 18 residents. It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, as well as the potential for a transition of some seasonal units to full-time, year-round residences.~~

F. Households by Tenure

In Madeira Beach, an almost identical percentage of units are owner-occupied (36.6 percent) as are vacant (36.4 percent). Of these 1,448 vacant units, 1,094 are identified as seasonal, recreational, or occasional use. Another 27 percent of the housing stock is occupied full-time as rental units. The percentage distribution of tenure of occupancy in Madeira Beach differs from the countywide statistics as a reflection of the seasonal, recreational, and occasional units located in the city, known as a popular beach community.

Table ~~*6~~13: Households by ~~Tenure, 2000~~Tenure in Madeira Beach

Tenure	2000~~Madeira Beach~~		2020~~Pinellas County~~	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Owner-Occupied	1,454	36.6%	1,248~~293,866~~	30%~~61.0~~
Renter-Occupied	1,074	27.0%	753~~121,102~~	18%~~25.2~~
Vacant	1,448	36.4%	2,173~~66,605~~	52%~~13.8~~
Total	3,976	100.0%	4,174~~481,573~~	100.0%~~100.0~~

Source: U.S. Census Bureau, 2000, U.S. Census Bureau, 2020

~~* Estimates for housing units by type, tenure, and value are calculated separately, and may not exactly equal estimates for total housing units. However, the estimates are very close: 3,976 compared to 3,971,~~

~~a difference of only 5 units.~~

G. Cost and Value of Housing

1. Median Housing Costs. According to the 2000 Census, the city's median gross monthly rent ~~is~~ was $555. ~~This median is about 10 percent lower than the $616 median rent countywide~~The 2020 census indicates that this figure had risen to $1509, almost triple in 20 years. The median value of owner-occupied housing in Madeira Beach was $171,000 in 2000 compared to $~~96,500 for Pinellas County~~$471,000 in 2020. ~~The median value of owner-occupied units within the city is~~are ~~43.6 percent greater than the county's median. The reported median housing value in 1990 was $111,400, a 53.5 percent increase between the 1990 and 2000 census reports.~~

Table ~~7~~14: Cost and Value of Madeira Beach Housing

Ownership	~~**Madeira Beach**~~ **Year 2000**	~~**Pinellas County**~~ **Year 202000**
Median Gross Rent	$555	$1,509~~615~~
Median Value of Owner-Occupied Units	$171,000	$471,000~~96,500~~

Source: U.S. Census Bureau, 2000., U.S. Census Bureau 2020.

2. Housing Cost by Household Income. Table ~~8~~ 15 displays the relationship of housing costs for households in Madeira Beach from 2000 compared to housing costs ~~for countywide households~~for 2020. Approximately 41 percent of rental households in Madeira Beach in 2000 each paid 30 percent or more of their income for rent. ~~Similarly, almost 40 percent of households in the county paid rents that were 30 percent or more of their household income. Only 18.8 percent of households in Madeira Beach paid no rent or mortgage payment which is consistent with approximately 15 percent for Pinellas County households in the aggregate~~That number rose in 2020 to 70 percent, indicating a reduction in renter occupied units from 1,074 in 2000 to 753 in 2020.. Households paying more than 30 percent of their adjusted gross annual income are considered cost burdened according to the definition in Section 420.004(3), Florida Statutes.

Table ~~*8~~15: Madeira Beach Households by Housing Costs~~, 2000~~

	2000~~Madeira Beach~~		2020~~Pinellas County~~	
	Number	Percent	Number	Percent
Renter-occupied Units	**1,074**	**100.0%**	**753~~121,0~~**	**100.0%~~1~~**
Households paying 30% or more of their income for rent	448	41.7[1]	525~~48,339~~	70%~~39.9~~[1]
Households paying under 30% of their income for rent				
No cash rent	45	4.2	4~~4,602~~	~~3.8~~
Owner-occupied Units	**1,454**	**100.0%**	**1248~~293,~~**	**100.0%~~1~~**

Households with mortgages paying 30% or more of their income for housing	270	18.6[1]	260~~50,169~~	47%~~17.1~~[1]
Households with mortgages paying less than 30% of their income for housing costs				
Not mortgaged	429	29.5	671~~57,79~~	54%~~19.7~~
Total Households by Tenure	2,528	28.4[2]	2001~~414,~~	39%~~59.6~~[2]

Source: U.S. Census Bureau, 2000.

[1] The percentage is based on total rental or total owner households.

[2] This percentage is the percent of all households paying 30 percent or more of their income for either rent or mortgage.

~~Note: The number of units by tenure includes only occupied units and does not include vacant units in the total. Estimates for housing units by type, tenure, and value are calculated separately, and may not exactly equal estimates for total housing units. However, the estimates are very close: 3,976 compared to 3,971, a difference of only 5 units.~~

H. Subsidized Rental Housing Units

There are no subsidized rental housing units in Madeira Beach.

I. Residential Group Homes

There are no residential group homes reported within the city.

J. Mobile Home Parks, Subdivisions, or Condominiums

According to the 2000 Census, there ~~are~~ were a total of ~~nineteen~~ 19 units designated as "mobile home" in ~~t~~the ~~City of Madeira Beach~~city. These units are actually marine liveaboards or houseboats. There are no mobile home units in the City of Madeira Beach. The number of marine liveaboards has increased from 19 in 2000 to 51 in 2020.

K. Historically Significant Housing

There is no historically significant housing within the city.

4.4.2 Analysis of Housing Data

A. Projection of Households by Size and Income Range

Households had an average of 1.78 persons as reported by the 2000 census. No distribution by number of persons per household was available. The median household income in 2000 was $36,671.

~~Table 9: Estimated and Projected Number of Households by Income Range*~~

	~~1999~~		~~2013~~		~~2025~~	
~~Income Ranges~~	~~Number of Households~~	~~Percent of Total~~	~~Number of Households~~	~~Percent of Total~~	~~Number of Households~~	~~Percent of Total~~
~~Less than $24,999~~	~~955~~	~~37.7~~	~~1,095~~	~~37.7~~	~~1,103~~	~~37.7~~
~~$25,000 - $49,999~~	~~661~~	~~26.1~~	~~758~~	~~26.1~~	~~764~~	~~26.1~~
~~$50,000 - $74,999~~	~~409~~	~~16.2~~	~~471~~	~~16.2~~	~~474~~	~~16.2~~
~~$75,000 & above~~	~~506~~	~~20.0~~	~~581~~	~~20.0~~	~~585~~	~~20.0~~

Total Households	2,531	100.0	2,905	100.0	2,926	100.0

Source: U.S. Census 2000;
* Calculations are for permanent, non-seasonal households only.

B. Projected Housing Units by Type

The City of Madeira Beach is almost completelyapproaching horizontal buildt-out. Redevelopment of previously developed land is, and will continue to be, the focus of the comprehensive plan.

There has have been no increases in residential density citywide; the trend in local redevelopment activities has resulted in fewer permanent dwelling units rather than more. This reduction in density may be due, in part, to the establishment and enforcement of the county coastal construction control line and enforcement of comprehensive plan densities.

The projected population growth for the city through 2013 is only an additional 18 residents. It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, as well as the potential for a transition of some seasonal units to full-time, year-round residences.

Based on the virtually built-out character of the city, it is estimated that there will be only a slight increase in the number of residential units by 2013. It is expected that 12 of these units will be single-family, nine will be triplexes, and 40 will be multifamily units. The existing ratio of housing unit types is expected to remain virtually unchanged over the planning period.

C. Projected Housing Units by Tenure

This increase of 61 dwelling units by 2013 appears to create a slight discrepancy with the projected population increase of 18 persons over the same time period. However, this is explained by the expectation that the average household size will be smaller and that some existing transient units will become permanent housing in the future, and the vast majority of new units are anticipated to be occasional, recreational, and seasonal units rather than occupied households.

Table 10: Estimated and Projected Housing Units by Type*

Housing Type	2007 # Of Units	2010 # Of Units	2013 # Of Units	2020 # Of Units	2025 # Of Units
Single-family	1,410	1,420	1,422	1,423	1,425
Duplexes and Triplexes	154	163	163	166	169
Multifamily	2,388	2,420	2,428	2,436	2,448
Total Units	3,952	4,003	4,013	4,025	4,042

*Calculations are for permanent, non-seasonal households only. City of Madeira Beach, 2007.

D. Affordable and Workforce Housing

The city City recognizes the importance of providing locations for affordable housing and workforce housing. However, there are several factors including availability of vacant land for residential development and the inability to increase development densities. This means that inhibit the City from adding residential density to meet affordable housing needs is not a

~~realistic solution~~. ~~T~~in the alternative, the ~~city~~ City participates in countywide and regional housing programs designed to provide funding for affordable housing and workforce housing. The Housing Finance Authority of Pinellas County is a regional agency that helps families and individuals in Pinellas, Pasco, and Polk Counties purchase their first home. The Housing Finance Authority also has a variety of programs to assist public safety workers, teachers, and health care workers with housing down payment and mortgage assistance.

~~E. Projection of Seasonal Housing~~
~~Dwelling units held for seasonal, recreational, or occasional uses are projected to increase in the City of Madeira Beach over the two planning periods of 2013 and 2025. Preliminary plans have been proposed for over 250 new hotel or seasonal condominium units.~~

4.5 INFRASTRUCTURE

4.5.1 Stormwater Management

The City of Madeira Beach is responsible for a separate municipal storm sewer system and implementation and enforcement of NPDES regulations. The city is a co-applicant with Pinellas County in the National Pollutant Discharge Elimination System (NPDES) and assesses a citywide stormwater service fee for facility improvements. Southwest Florida Water Management District (SWFWMD) grants have been used to improve stormwater drainage and to install Continuous Deflective Separation (CDS) units in John's Pass Village and on 140th Avenue to implement the citywide stormwater ~~drainage~~ management plan. The installation of the CDS units at Public Works, John's Pass Village, and 140th Avenue ~~helps~~ helped eliminate floatable waste in the Bay and Gulf waters during storm events.
~~One project is scheduled for completion in 2007. The city has received a 50/50 matching grant from Southwest Florida Water Management District for the 141st Avenue Stormwater Treatment Station with completion anticipated by December 31, 2007. The improvements for the 141st Avenue Station include retrofitting the station with new pumps, a CDS-type unit to treat the stormwater, installation of a 20,000-gallon underground storage tank and an emergency bypass, refurbishing the existing pump station building, and removal of old sand filtration beds and underdrains.~~

All new development and redevelopment, depending on the magnitude of the impervious surface, must provide stormwater drainage retention and treatment for a 10-year frequency, 60-minute storm event. This level-of-service requires treatment of the first one-inch of runoff. The city is continuing to implement drainage improvements with funding from the stormwater service fees as well as grant revenue. The Capital Improvements Element ~~shows that no additional projects are anticipated through fiscal year 2009-2010~~identifies the projects anticipated through 2027.

4.5.2 Potable Water

A. Introduction
The Potable Water Sub-Element is supplemented with the Water Supply Facilities Work Plan. The City of Madeira Beach receives all potable water supplies, treatment, and distribution from Pinellas County Utilities. Through an interlocal agreement and master water supply contract,

Tampa Bay Water, the regional water supply authority, provides all the potable water needed by its six member governments, including Pinellas County Utilities as an operational entity within Pinellas County. Through the agreement and contract, "Tampa Bay Water is obligated to meet the current and future water needs of its member governments. In order to meet these needs, Tampa Bay Water owns and operates water supply facilities including wellfields, surface water withdrawals, a seawater desalination facility, treatment facilities, storage facilities such as the off-stream reservoir, pumping stations, and transmission mains." (Regional Water Supply Plan, page 8)

~~No proportional capacities are calculated for individual retail water customers by either Tampa Bay Water, the Southwest Florida Water Management District (SWFWMD), or Pinellas County Utilities. As a result, projection of demand is not made separately for Madeira Beach. Madeira Beach's potable water demand is included in the aggregate demand data and projections for Pinellas County Utilities, the potable water service provider.~~ The water demand data provided in the SWFWMD 2020 Regional Water Supply Plan is the best available data~~. The population projections used by the SWFWMD are essentially the same as the county projections that include seasonal and tourist data.~~ The water demand population data used in the 2020 Regional Water Supply Plan is based on a model that projects population fluctuations at the census block level, distributes the projections to parcels within each block, then normalizes the projections to BEBR medium county level data.

~~B.~~ Potable Water Facility Capacity, Projected Demand, Surplus, or Deficits Madeira Beach ~~also~~ relies on the data and analysis contained in the Tampa Bay Region Community Planning Pages from the Southwest Florida Water Management ~~Pinellas~~District. ~~Pinellas County Comprehensive Plan Potable Water, Wastewater and Reuse Element~~, ~~proposed EAR based amendment dated September 21, 2007,~~ The Tampa Bay Community Planning Pages Demand Analysis and Supply Analysis are~~for~~ the ~~the~~ appropriate data and analysis ~~data and analysis~~ for the Madeira Beach water supply facilities work plan. Located below are the demand analysis and supply analysis data tables from the Tampa Bay Region Community Planning Pages.

Table 11: Madeira Beach Demand Analysis

Utility Name	2020	2025	2030	2035	2040	WUP (MGB)	Per Capita Water Use (2011-2015)
Pinellas County Utilities (20142)	**(Supplied Through Tampa Bay Water)**						
Municipal Population Served	10,041	10,194	10,424	10,662	10,600	0.000	79
Demand (MGD)	0.789	0.801	0.819	0.838	0.833		
Total Utility Service Area Population	504,863	514,010	526,816	539,181	543,701		
Demand (MGD)	39.670	40.388	41.395	42.366	42.721		
Domestic Self Supply							
Population Served	0	1	2	2	2		54
Demand (MGD)	0.000	0.000	0.000	0.000	0.000		
Municipal Population	10,041	10,195	10,427	10,664	10,603		79
Total Demand (Municipal)	0.789	0.801	0.819	0.838	0.833		
Total Demand (Utilities)	39.670	40.388	41.395	42.366	42.721		

Key:
WUP= Water Use Permit
MGD- Millions of Gallons Per Day

(Southwest Florida Water Management District, 2020)

Table 12: Madeira Beach Supply Analysis Existing Sources

Existing Sources	
	Current Yield (MGD)
Total Permitted Quantities	0.000
Water Supply Authority Quantities	224.620
Total Current Yield	0.000

(Southwest Florida Water Management District, 2020)

Table 13: Madeira Beach Future Source Options

Future Source Options		
	2040 Potential Yield (MGD)	***Responsible Entity***
Conservation	0.094	All

(Southwest Florida Water Management District, 2020)

C. Conservation and Reuse

~~C.~~

1. Inventory of Reuse Water Service Providers: Residents of Madeira Beach receive reclaimed water from Pinellas County Utilities.

2. Conservation and Reuse Practices and Regulations: Water conservation is regulated by Pinellas County. This includes enforcement of water use restrictions during declared water shortage emergencies, water saving plumbing devices, and use of reclaimed water for irrigation.

~~2.~~

3. Water Supply Provided by Other Entities: The City of Madeira Beach is a retail customer of the Pinellas County Utilities Department and therefore, has adopted the Pinellas County Utilities Department's 10-year Water Supply Facilities Work Plan into the City of Madeira Beach Comprehensive Plan. The County's work plan addresses the requirements needed to serve current and future development within the City's jurisdiction.

4. Conservation: Conservation programs are adopted from Pinellas County and Southwest Florida Water Management District. Pinellas County is working to address resource uncertainty using reclaimed water that offsets of the use of potable water consumption, conservation programs that prevent the waste of potable water, and the development of alternative sources of potable water supply and storage methods.

5. Local Specific Actions, Programs, or Regulations: The City of Madeira Beach has adopted by reference those provisions of water conservation ordinances that are applicable to Madeira Beach which may be adopted by Pinellas County or recommended by the Southwest Florida Water Management District.

6. Identify any Local Financial Responsibilities as Detailed in the CIE or CIS: The City of Madeira Beach is not financially responsible for the potable water infrastructure. The city's Capital Improvements element shown below does ensure that the City will work with Pinellas County to ensure an adequate supply of water is available, that level of service standards are met and that the budget is adequate to provide the required services.

7. Reuse: State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

8. Local Specific Programs, Regulations, or Opportunities: The City of Madeira Beach is provided reclaimed water by the Pinellas County Utilities Department and supports water reuse initiatives and watering regulations set forth by the County.

9. Identify any Local Financial Responsibilities as Detailed in the CIE or CIS: The City of Madeira Beach is not financially responsible for the reclaimed water infrastructure. The city's Capital Improvements element shown below does ensure that the City will work with Pinellas County to ensure an adequate supply of water is available, that level of service standards are met and that the budget is adequate to provide the required services.

D. Alternative Water Supply Projects

The 2020 Regional Water Supply Plan is coordinated with the Tampa Bay Water Long-Term Master Water Plan. ~~contains hundreds of water supply options~~. Because the wholesale potable water supply is provided by Tampa Bay Water, the required water supply projects are selected and implemented by that agency. The selected projects, approved by the Tampa Bay Water Board are then incorporated into the Master Water Plan. ~~The Tampa Bay~~ Water Board selected the Downstream Enhancements Phases A/B for System Configuration II of the Master Water Plan for implementation. These enhancements meet the region's water needs through ~~2017~~ 2040. (Special District Public Facilities Report, 4) No individual water supply project is selected by Madeira Beach.

E. Financing

The capital costs for water supply development projects are the responsibility of Tampa Bay Water. Such costs are recaptured through the sale of water to Pinellas

County Utilities, and through them, by Madeira Beach. ~~Funding mechanisms are identified in the Special District~~

~~Public Facilities Report (5). The Pinellas County Water Supply Work Plan includes costs for distribution, transmission, treatment, and associated facilities (see the work plan in the appendix).~~

F. General Performance of Existing Facilities and Adequacy of Adopted Level-of-Service
1. General Performance: The Special District Public Facilities Report includes a summary of the existing Tampa Bay Water facilities ~~on Table I, Existing Water Supply Facilities (7), and Table II, Existing Pipelines (10)~~. Pinellas County facilities are described in the Water Supply Element of the Pinellas County Comprehensive Plan.

2. Level-of-Service Standards: The City of Madeira Beach adopted level-of-service standards for stormwater drainage and potable water. They are referenced in Policy 13.1.5.4 of the Madeira Beach Comprehensive Plan. These level-of-service standards are: ~~will coordinate its level-of- service for potable water with the level-of-service standard adopted by Pinellas County for its retail customers. These standards are:~~

Stormwater Drainage:
Each newly developed or redeveloped property must be designed and maintained to retain on-site the first one-inch (1") of impervious surface runoff from the ten- year (10-year) frequency, sixty-minute (60-minute) storm event.

Table 14: Potable Water

Year	2020	2025	2030	2035
Gallons per capita per day (gpcd)	102	104	105	107

~~2.~~ (Source: Regional Water Supply Plan, Chapter 4, Appendix 4, Table 34-A)

~~Table 1116: Pinellas County Projected Level-of-Service Standards~~

~~Year~~	~~2005~~	~~2015~~	~~2025~~
~~Gallons per capita per day (gpcd)~~	~~137~~	~~120~~	~~115~~

~~Source: Pinellas County Proposed Amendment to the Comprehensive Plan, 2007.~~

~~Table 16: Madeira Beach Demand Analysis~~

~~Table 17: Madeira Beach Supply Analysis~~

4.5.3 Solid Waste

~~As reported in the 1999 Comprehensive Plan, t~~The ~~c~~City continues to provide solid waste collection services for residential and commercial establishments solely within the municipal boundaries. Recycling containers are located at City Hall for voluntary recycling of select materials. In May 2006, SCS Engineers completed a draft report for the City of Madeira Beach, Solid Waste Collection: Cost of Service Study and Business Plan. This study contains detailed information about the number and type of customers, and the type of service provided by the ~~city~~City. ~~Because the city is essentially built out, no major increase in waste generation is anticipated during the projected planning periods.~~ The ~~city's~~ City's solid waste system is managed using a separate enterprise fund and rates are adjusted as warranted by documented expenses.

The ~~city~~ City relies on the data and analysis contained in the Pinellas County Comprehensive Plan Solid Waste Element, as amended~~adopted on October 19, 1999, through Ordinance 99-91~~. Pinellas County is responsible for the ultimate disposal of the solid waste that is delivered to its system.

~~For fiscal year 2004-2005, the city collected 6,897.55 tons (18.90 tons per day) of non-recyclable waste that was sent to the Pinellas County Resource Recovery Plant. The 1999 plan stated that the total tonnage in 1995 was 20.6 tons per day, or 7,519 tons per year, in non-recyclable waste. Since 1995, there has been a reduction of 8.3 percent in the total waste collected.~~

4.6 CONSERVATION AND COASTAL MANAGEMENT

~~There are no major issues in the EAR pertaining to conservation and coastal management. However, one update to the data and analysis is required to address the new statutory definition of the coastal high hazard area.~~As a coastal community, Madeira Beach's major concern for the EAR is compliance with statutory requirements for "Peril of Flood" provisions of section 163.3178(f)(2) Florida Statutes. This requires an update to the data and analysis to include a vulnerability assessment ("VA"). An initial VA was completed by the University of Florida | Institute if Food and Agricultural Sciences ("UF|IFAS") Program for Resource Efficient Communities ("PREC") in 2020-21 under a grant from the Florida Department of Environmental Protection ("FDEP"). This initial VA was effective in identifying focus areas for potential development of Adaptation Action Areas under Florida Statutes. This initial VA does not, however, comply with section 380.093 Florida Statutes that was subsequently enacted in 2021. Pinellas County is in the process of completing a countywide, statutorily compliant VA to satisfy the requirements of F.S. § 380.093. ~~An updated map, CM-2, is provided to depict the area defined by the Seas, Lakes, and Overland Surges from Hurricanes (SLOSH) model. However, as discussed in Section 4.2.4 future land use data and analysis, the more strict stricter boundary required by the Pinellas Planning Council Countywide Plan Rules will continue to be enforced in Madeira Beach. This boundary line will be depicted on the Future Land Use Map and is being renamed to the Coastal Storm Area.~~

~~Another item updated for the city is the floodplain map, Map LU-3. A more recent map is available that depictsdelineates the federal~~ FEMA recently updated the Flood Insurance Rate Map ("FIRM") ~~the~~ ,which shows where the floodplains are located in Madeira Beach. The updated map is called the 6.1g Madeira Beach FEMA FIRM Map in this document.

All objectives and policies pertaining to hazard mitigation and hurricane evacuation are consolidated in the Conservation and Coastal Management Element. "Peril of Flood" compliant provisions were developed as part of the VA study and are included under Objective 8.2.3, Policies 8.2.3.1 through 8.2.3.6.

4.6.1 Working Waterfronts

The State of Florida has identified the importance of working waterfronts to employment, quality of life, and to the state and local economies. Increasingly, new development is replacing working waterfronts with other commercial and residential uses. The lure of waterfront access combined with increased land prices threatens the continued viability of these important working waterfronts.

There are three (3) working waterfront sites in the City of Madeira Beach: the Madeira Beach City Marina on 150th ~~-~~Avenue and two private business locations. Each of these areas has separate issues and strategies.

At the City Marina, in addition to the public areas, commercial fisherman, charters, and ~~sand dollar fisherman~~ water-oriented businesses are operating. Since this facility is City-owned, ~~is it~~it is controlled and protected from redevelopment pressures, ~~but there is a policy to change the land use designation to Transportation/Utility rather than Open Space.~~

The City of Madeira Beach is committed to encouraging and supporting the continuation of its working waterfronts and is proposing new policies for this continuation. The City of Madeira Beach has included an objective and associated policies for working waterfronts in the Conservation and Coastal Management Element. This objective and policies were recently renumbered as Objective 8.1.11 and Policies 8.1.11.1 through 8.1.11.4. Statutory provisions regarding working waterfronts are provided in Florida Statutes chapter 342, Sections 342.07 and 342.201 (2022).

4.7 CULTURE AND RECREATION ~~AND OPEN SPACE~~

The Culture and Recreation ~~and Open Space~~ Element was recently renamed, renumbered, and revised in conjunction with the City adopting proportionate-share development fees (or "impact fees")~~Data and Analysis dated July 20, 1999, continues in effect except as modified in the following subsections.~~

4.7.1 Acreage in Culture and Recreation ~~and Open Space~~

As part of the study to develop the impact fees, City staff undertook an extensive review of the inventory of municipal-owned parcels of land. ~~Within the city, there is a total of 29.6 acres of recreation/open space which equals 6.6 percent of the land area.~~ Of the 24 land parcels identified as municipal-owned, 61.02 acres were associated with culture and recreation. This acreage is comprised of several parks with beach access to the Gulf of Mexico along Gulf Boulevard, a large city park fronting Boca Ciega Bay in the area of the municipal complex, ~~and~~ a smaller city park along 150th Avenue, and numerous street stubs where municipal street rights-of-way terminate at the water.

4.7.2 ~~Gulf of Mexico, The Narrows, and Boca Ciega Bay~~

~~An issue was raised during preparation of the EAR regarding the addition of the Gulf of Mexico, The Narrows, and Boca Ciega Bay to the list of public recreational facilities for the city. While no new policies are added, there are existing policies that maintain signage at appropriate locations identifying access points to the Gulf of Mexico. Further, in the Future Land Use Element, there is a policy regarding the issue of protecting view corridors for both the Gulf of Mexico and Boca Ciega Bay. Therefore, this issue is adequately addressed, and no changes areneeded to the goals, objectives, and policies.~~

~~Concerning The Narrows, this area has seen significant redevelopment including John's Pass Village and the replacement of the John's Pass Bridge. Considering that most of this property is in private ownership, it is not feasible at this time to add this resource as a public recreational facility.~~

4.7.3 Level-of-Service Policy 10.1.1.1

The ~~city~~ City is amending its recreation level of service to a level-of-service standard based on park land ~~rather than a~~and replacement cost for culture and recreation facilities and services ~~y-based standard~~. The purpose of this change is to provide the city with greater flexibility to determine the culture and recreation needs of the population while ensuring that adequate culture and recreation land, facilities, and services are ~~is~~ available ~~for parks~~ to citizens and visitors. As needs change, the city has the ability to ~~can~~ redevelop parks with different facilities, as a specific type and number of facilities are not mandated by the policies of the comprehensive plan. All levels of service are now located in the Capital Improvements Element and referenced in the relevant elements. The adopted LOS standard for improved municipal culture and recreation facilities and services is provided in Policy 13.1.5.4 of the Plan's Capital Improvements Element.

4.7.4 ~~New Recreation and Open SpaceA recommendation of the EAR is to ensure that recreational sites and facilities added since the 1999 plan amendment are included in the data and analysis.~~

~~There has been no sale or loss of recreational areas in Madeira Beach since the last amendment in 1999in 1999; however, one park site was added. Through a Preservation 2000 grant, the city purchased a 1.55 acre site, known as the Madeira Beach Causeway Park, and developed the property as a passive park. The new facilities include a picnic pavilion, observation deck, fishing pier, walking trail, and native and natural planting throughout the area.~~

~~Additionally, the small island located in Boca Ciega Bay designated as Little Bird Cay has been designated as preservation on the FLUM, providing permanent open space.~~

4.7.5 ~~Municipal Marina~~

~~A recommendation of the EAR is to provide current information about the status of the municipal marina.~~

~~The municipal marina is a valuable asset to the city both for the public access to the water as well as its representation of the community's origins as a commercial fishing village. Marina facilities include a boat ramp, 81 wet slips, transient accommodations, and dry storage. The boat ramp in this marina is the only ramp in the city. Proposed improvements to the marina include relocating the boat ramp on the site for better access to the water as well as improvements for the wet slips and dry storage. Conditions at the marina have improved during the past five years and the city's marina was inspected for a Clean Marina designation, under the Florida Department of Environmental Protection standards, during 2006. In August 2007, the city received the "Clean Marina" designation for city-owned marina. To further protect this important resource, the Future Land Use Map depicts the marina as Transportation/Utility.~~

4.7.6 ~~Severe Loss Properties~~

~~During the preparation of the EAR, an issue was raised suggesting that the city explore the~~

~~possibility of using properties acquired through the FEMA Severe Loss Properties program for passive parks or other open space. The city has in fact provided application under the Severe Loss Program to FEMA for four (4) properties located in the city. Three (3) of these sites were contiguous and would have been suitable for use as a new park space. However, these applications were not selected for funding by FEMA.~~

4.8 INTERGOVERNMENTAL COORDINATION

As discussed in the data and analysis for the Housing Element, the primary issue for Madeira Beach is coordinating the availability and provision of workforce and affordable housing. As with most small horizontally built-out barrier island cities, the only effective means of ensuring the availability and provision of such housing is through cooperation with other entities that provide housing or financing.

A second issue of intergovernmental coordination is annexation. The City is not pursuing involuntary annexation but continues to consider requests from property owners for voluntary annexation. The intergovernmental coordination policies and objectives are updated to address the current situation with regard to the coordination of the availability of affordable housing as well as annexation. A complete updated inventory of entities with which the city coordinates is available at the EAR- based amendment resource page of the Pinellas Planning Council website [www.pinellasplanningcouncil.org/state/earba.htm].at https://forwardpinellas.org/about-us/agency-partners/.

4.9 CAPITAL IMPROVEMENTS

The capital improvements anticipated for Fiscal Years 2023 through 2027 are provided in Table 17.

Table 15~~7~~: Capital Improvement Needs

~~**FY 2021**~~

~~**Project**~~	~~**Cost**~~
~~Recreation LED Field Lighting Project (in progress)~~	~~$247,500~~
~~Rosenbauer 78-foot Viper MP3 (in progress)~~	~~$225,000~~
~~Total~~	~~$472,500~~

~~**FY 2022**~~

~~**Project**~~	~~**Cost**~~
~~Parsley Drive/Marguerite Drive (Area 3/Series 2019)~~	~~$5,520,000~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$200,000~~
~~Fire Station SCBA Apparatus~~	~~$100,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Gulf Lane Improvements~~	~~$300,000~~
~~John's Pass Village Boulevard (Areas 5/Series 2019)~~	~~$5,040,000~~
~~John's Pass Regrade & Repave Parking Lot~~	~~$120,000~~

~~Recreation LED Field Lighting Project~~	~~$100,000~~
~~Recreation Expansion Cost~~	~~$200,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~Watershed Management Plan~~	~~$120,000~~
~~Total~~	~~$12,953,006~~

~~FY 2023~~

~~Project~~	~~Cost~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$260,000~~
~~Public Works - Half Repaving~~	~~$125,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Marina Chip/Repave Asphalt~~	~~$125,000~~
~~Recreation Concession Stand Improvements~~	~~$100,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~155th Avenue/153rd Avenue & Municipal Drive (Area 6a)~~	~~$4,400,000~~
~~Peterbilt Claw Truck~~	~~$201,700~~
~~Peterbilt Packer Truck~~	~~$250,000~~
~~Total~~	~~$6,714,706~~

~~FY 2024~~

~~Project~~	~~Cost~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~140th Avenue/Bayshore Drive (Area 3a)~~	~~$15,200,000~~
~~Recreation School Bus~~	~~$100,000~~
~~Total~~	~~$16,553,006~~

~~FY 2025~~

~~Project~~	~~Cost~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~New City Parking Garage~~	~~$6,000,000~~
~~Total~~	~~$7,053,006~~

Source: City of Madeira Beach, 2022.

Table 16~~8~~ Schedule of Capital Improvements Fiscal Years 2023 through 2027

Project Title	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Interior and Exterior Maintenance	$350,000.00	-	-	-	-

Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-
Patriot Park fishing piers rebuild	$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	$250,000.00	-	-	-
Pocket Park Improvements	$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	$150,000.00	-	-	-	-
Construct Public Works Building	$200,000.00	$2,000,000.00	-	-	-
Replacement of SCBA	-	$185,000.00	-	-	-
John's Pass Boardwalk Repairs	$50,000.00	$50,000.00	$50,000.00	-	-
Johns Pass Park - Parking lot improvements	$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	$250,000.00	$3,000,000.00	$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	$300,000.00	-	-	-
Construct Concession Stand	$250,000.00	-	-	-	-
Renovate Dog Park	$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	$100,000.00	-	-	-	-
Shade Awnings and Dugout Replacement	-	$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	$400,000.00	-	-
Seawall Renovation Project at City Marina	-	$200,000.00	-	-	-
Construct Transient Docks at City Marina	$200,000.00	$1,000,000.00	-	-	-
Parking Equipment - City Wide	-	-	-	$225,000.00	$225,000.00
Replace a 2016 Peterbilt garbage truck	-	$290,000.00	-	-	-
Watershed Management Plan	$95,000.00	$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	$1,500,000.00	$1,500,000.00	-	-	-
Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131st Ave E & 129th Ave.	$1,000,000.00	$1,000,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 - 155th Ave, 154th Ave, 153rd Ave, 1st St	$200,000.00	$2,000,000.00	$1,500,000.00	-	-

E, 2nd St E, Harbor Dr and Municipal Dr					
Emergency Stormwater Repairs throughout the City	$200,000.00	$200,000.00	$200,000.00	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	$2,500,000.00	-	-	-	-
Generator replacement for 141st Stormwater Station	$125,000.00	-	-	-	-
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-

Source: The City of Madeira Beach,2022.

4.9.1 Concurrency Management

Concurrency Management is no longer required by Florida Statutes.

4.10 PUBLIC SCHOOL FACILITIES

The data and analysis provided in the Pinellas County Public School Facilities Element [Lifelong Learning] is adopted by reference and serves as the data and analysis for the goals, objectives, and policies proposed in this EAR-based amendment. Two schools are located in the City of Madeira Beach. There are no locations within the City proposed for future schools; therefore, no map is needed to depict future conditions. The existing Madeira Beach Elementary School is proposed for replacement during the long-range planning period, 2010-11 to 2015-16. However, the capital improvement costs are not provided per fiscal year and cannot be allocated in the Schedule of Capital Improvements until more information is provided from the Pinellas School District. As the goals, objectives, and policies indicate, ongoing coordination will ensure that future updates to the Schedule of Capital Improvements will reflect proposed improvements to the Madeira Beach Elementary School.

5.0 BIBLIOGRAPHY

Florida Geographic Data Library (FGDL). (2020). *FGDL Metadata Explorer: Search and Download Data*. https://www.fgdl.org/metadataexplorer/explorer.jsp

~~SCS Engineers. Solid Waste Collection: Cost of Service Study and Business Plan, May 2006.~~

~~Pinellas County Planning Department. Pinellas County Comprehensive Plan Solid Waste Element, as adopted on October 19, 1999~~

~~Pinellas County Planning Department. Water Supply Element, Pinellas County Comprehensive Plan. February 17, 1998, as amended through December 21, 2004.~~

Pinellas County. ~~Compendium of the~~ 2008 Comprehensive Plan. Retrieved on 12/20/2022 from: http://www.pinellascounty.org/Plan/default.htm.

Pinellas County Government. (2023, March 6). *Potable Water, Wastewater and Reuse - Plan Pinellas*. Plan Pinellas. https://plan.pinellas.gov/potable-water-wastewater-and-reuse/

Pinellas County. (2022) Pinellas County Enterprise GIS. http://new-pinellas-egis.opendata.arcgis.com/

Pinellas Suncoast Transit Authority. (2020a, April). *Pinellas Suncoast Transit Authority: FY 2021–2030 Transit Development Plan*. https://www.psta.net/media/4784/fy2021-2030-tdp.pdf; https://forwardpinellas.org/wp-content/uploads/2020/03/030920-PSTA-TDP-Draft-508.pdf

Southwest Florida Water Management District. (2020, November). *Community Planning Pages*. WaterMatters.org. Retrieved May 5, 2023, from https://www.swfwmd.state.fl.us/resources/plans-reports/rwsp/community-planning-pages

Southwest Florida Water Management District, 2020 Regional Water Supply Plan ~~2006 Update. December 1, 2006~~. Retrived on 12/20/2022 from http://www.swfwmd.state.fl.us/

~~Tampa Bay Water. Special District Public Facilities Report. March 1, 2007. www.tampabaywater.org.~~

~~U.S. Census Bureau (1990).~~

~~U.S. Census Bureau. (2000). *Madeira Beach Profile of General Demographic Characteristics: 2000.* https://data.census.gov/cedsci/table?g=1600000US1242400&hidePreview=false&tid=DECENNIALSF12000.P039&vintage=2000&layer=VT_2018_160_00_PY_D1&cid=H002001&t=Population%20Total%3APopulations%20and%20People&y=2000~~

U.S. Census Bureau. (2010). *Madeira Beach: 2010 Demographic Profile Data*. https://data.census.gov/cedsci/table?g=1600000US1242400&y=2010&tid=DECENNIALSF12010.P1&vintage=2010&layer=VT_2010_160_00_PY_D1&hidePreview=false&cid=P001001

U.S. Census Bureau. (2020a). *Madeira Beach: 2013-2017 American Survey 5-Year Estimates*. https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2017/

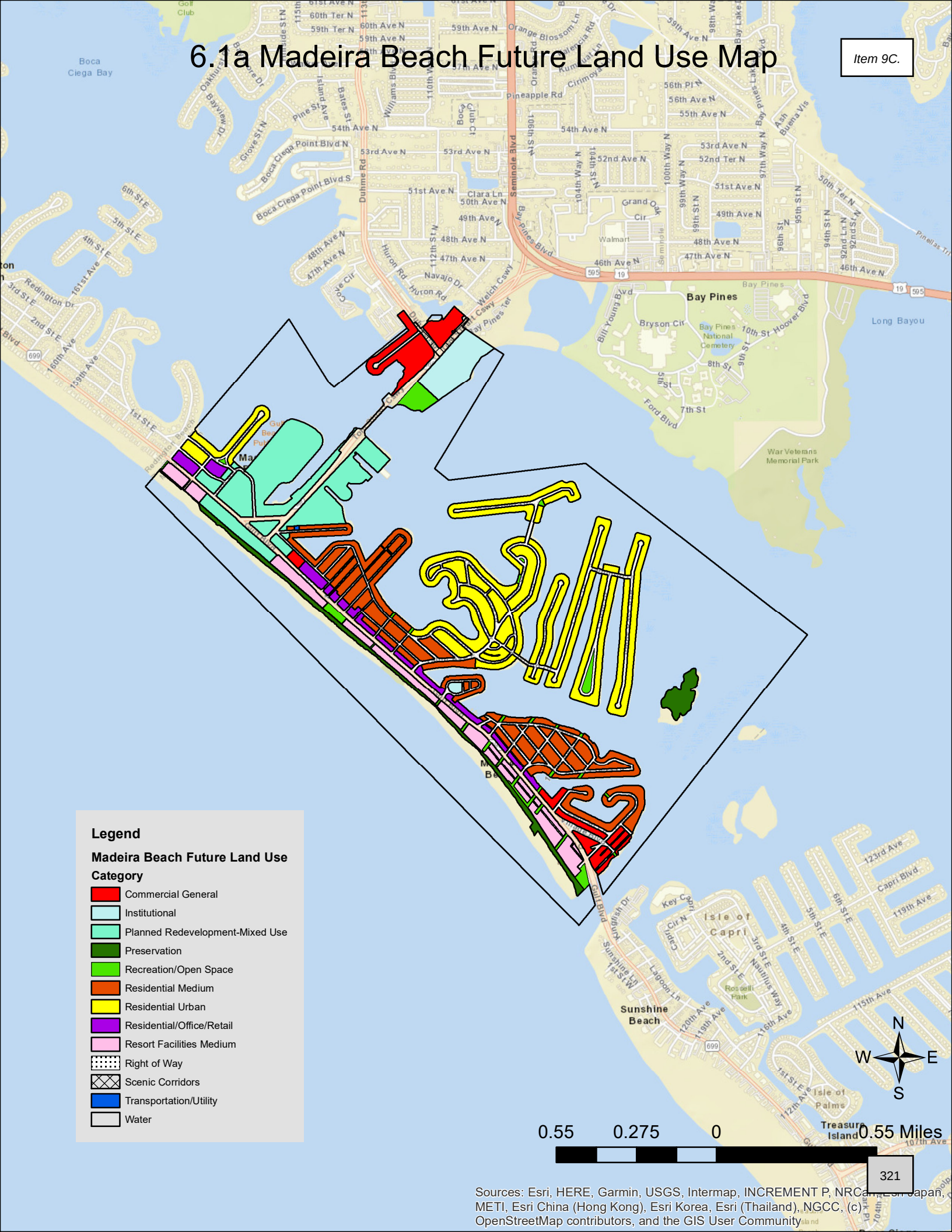
U.S. Census Bureau. (2020b). Madeira Beach city, Florida: Profile. https://data.census.gov/cedsci/profile?q=Madeira%20Beach%20city,%20Florida&g=1600000US1242400

University of Florida, Institute of Food and Agricultural Sciences, Extension Program for Resource Efficient Communities, *City of Madeira Beach Proposed Level of Service Standards*, September 2020.

6.0 APPENDICES

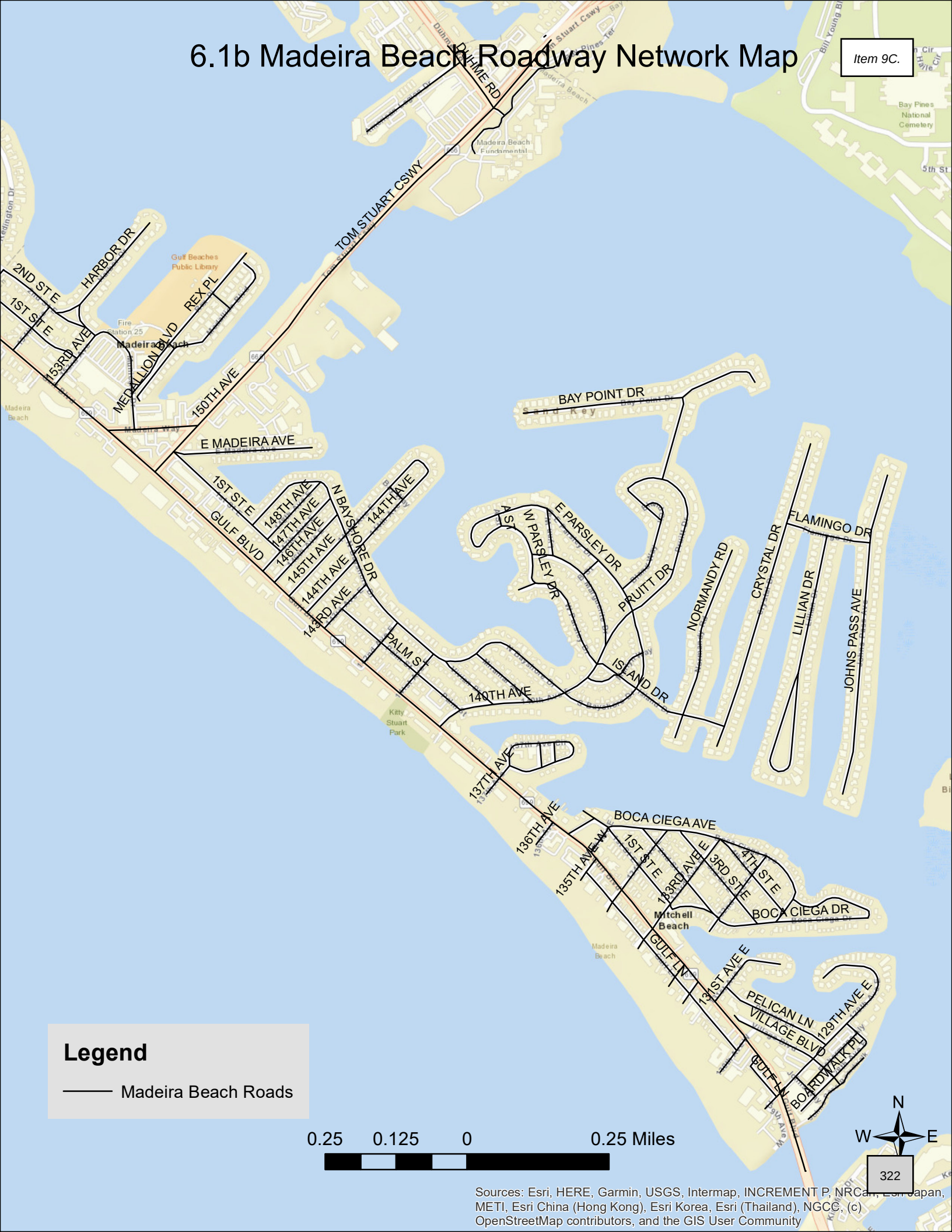
~~6.4~~6.1 Madeira Beach Comprehensive Plan Maps
6.1a Madeira Beach Future Land Use Map
6.1b Madeira Beach Roadway Network Map
6.1c Madeira Beach Public Transit Map
6.1d Madeira Beach Active Transportation Map
6.1e Madeira Beach Coastal High Hazard Area Map
6.1f Madeira Beach Environmental Map

6.1a Madeira Beach Future Land Use Map



6.1b Madeira Beach Roadway Network Map

Item 9C.



Legend

Madeira Beach Roads

0.25 0.125 0 0.25 Miles

N W E

322

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1c Madeira Beach Public Transit Map

Legend

PSTA Bus Stops Madeira Beach

PSTA Bus Routes

68

Suncoast Beach Trolley

0.25 0.125 0 0.25 Miles

N

W E

323

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1d Madeira Beach Active Transportation Map

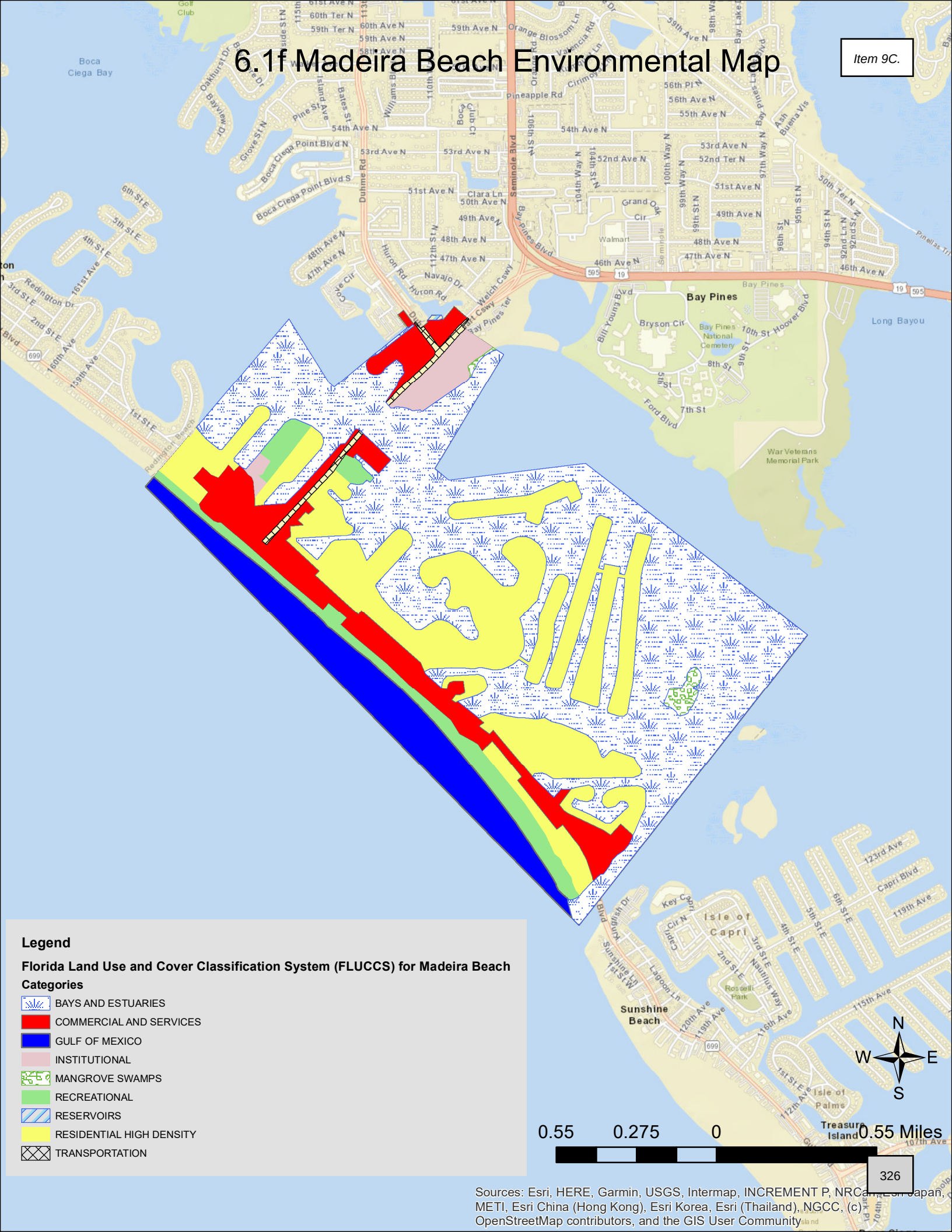
Item 9C.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1e Madeira Beach Coastal High Hazard Area Map

Item 9C.

6.1f Madeira Beach Environmental Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1g Madeira Beach FEMA FIRM Map

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A,V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- E 18.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 — Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the Federal Emergency Management Agency, dated 2009; the Florida Department of Transportation, dated 2017; the Florida Resources and Environmental Analysis Center, dated 2003; Pinellas County, dated 2017; and the U.S. Department of Agriculture, dated 2016.

LIMIT OF MODERATE WAVE ACTION: Zone AE has been divided by a Limit of Moderate Wave Action (LiMWA). The LiMWA represents the approximate landward limit of the 1.5-foot breaking wave. The effects of wave hazards between Zone VE and the LiMWA (or between the shoreline and the LiMWA for areas where Zone VE is not identified) will be similar to, but less severe than, those in the Zone VE.

Limit of Moderate Wave Action (LiMWA)

SCALE

N

Map Projection:
Universal Transverse Mercator Zone 17N; North American Datum 1927; Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 250 500 750 1,000 2,000 feet

0 125 250 500 meters

PANEL LOCATOR

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

PINELLAS COUNTY, FLORIDA
and Incorporated Areas

PANEL 191 OF 327

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MADEIRA BEACH, CITY OF	125127	0191	H
PINELLAS COUNTY	125139	0191	H
REDINGTON BEACH, TOWN OF	125140	0191	H
SEMINOLE, CITY OF	120257	0191	H
TREASURE ISLAND, CITY OF	125153	0191	H

VERSION NUMBER
2.4.3.2

MAP NUMBER
12103C0191H

MAP REVISED
AUGUST 24, 2021

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Meredith Ivey
ACTING SECRETARY

April 28, 2023

The Honorable James Rostek
Mayor, City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Dear Mayor Rostek:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the City of Madeira Beach (Amendment No. 23-01ER), which was received and determined complete on March 1, 2023. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@DEO.MyFlorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc
Enclosure: Procedures for Adoption
Agency Comments

cc: Andrew Morris, Planner/GIS Technician
Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Joel Schleicher
Chair, Charlotte, Sarasota
Ed Armstrong
Vice Chair, Pinellas
Michelle Williamson
Secretary, Hillsborough
John Mitten
Treasurer, Hernando, Marion
Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter
Ashley Bell Barnett
Polk
Jack Bispham
Manatee
John Hall
Polk
James Holton
Pinellas
Dustin Rowland
Pasco
Robert Stern
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

March 15, 2023

Ms. Barbara Powell, Plan Processing Administrator
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, FL 32399-4120

Subject: **Madeira Beach 23- 1ER**

Dear Ms. Powell:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment package which includes updates to the Town's comprehensive plan. We offer the following technical assistance comment for consideration.

Regional Water Supply

1. Section 163.3177(6)(c)3, F.S., requires that local governments update their Ten-Year Water Supply Facility Work Plans (Work Plans) within 18 months of the local water management district's approval of its Regional Water Supply Plan (RWSP). The District last updated its RWSP in November of 2020; however, we have still not received the Town's Work Plan update. District staff is available to provide technical assistance in this effort.

We appreciate this opportunity to participate in the review process. Please provide the District with a copy of the adopted amendment, including any supporting data and analysis. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 519-1880 or patrick.doty@watermatters.org.

Sincerely,

P. Doty

Patrick Doty, AICP, CFM
Senior Planner

PD
cc: Andrew Morris, City of Madeira Beach
Lindsey Weaver, DEP
Amber Smith, SWFWMD

From: Plan Review
To: Powell, Barbara; DCPexternalagencycomments
Cc: Plan Review
Subject: [EXTERNAL] - Madeira Beach 23-01ER Proposed
Date: Monday, March 27, 2023 3:54:25 PM
Attachments: image002.png

To: Barbara Powell, Deputy Bureau Chief, Plan Review and Processing

Re: Madeira Beach 23-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE P.E.
SECRETARY

March 7, 2023

Mr. Andrew Morris, Planner/GIS Technician
Community Development Department
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Re: Madeira Beach Comprehensive Plan Amendment 23-01ER

Dear Mr. Morris:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed amendment 23-01ER as adopted by Ordinance No. 2023-11.

Background: Madeira Beach is a barrier island community located between the Gulf of Mexico and Boca Ciega Bay and between Treasure Island and Redington Beach in south Pinellas County. The City contains 570 acres, and an estimated 2020 population of 3,895. Composed mostly of residential, commercial and recreation/open space land use, two important roads connect in this area: SR 699 (Gulf Boulevard, which travels the length of the City) and SR 666 (150th Avenue/Madeira Beach Causeway, which extends to the mainland).

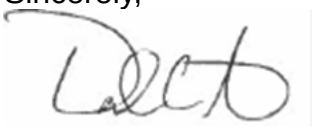
Proposal: This is an EAR-based amendment to rephrase some of the goals, objectives, policies, and strategies in the Comprehensive Plan elements undergoing these revisions to make the language of the Plan more accessible to the general public. Some of updates have occurred in the Conservation and Coastal Management Element, Transportation Element, and Property Rights Element to name a few.

Comments: FDOT determined EAR-based amendment 23-01ER has no impact on important state transportation resources or facilities within its jurisdiction.

Also, for your information, FDOT has incorporated a hyperlink to provide technical assistance so local governments (e.g., Madeira Beach) can find FDOT projects quickly by selecting a road, city, or county, or by clicking onto a county on the Tampa Bay Service Area Map identified on the header page of the hyperlink. The site also contains current news about detours and lane closures as well as an interactive email sign-up to receive news email alerts. FDOT projects hyperlink follows: https://www.fdottampabay.com/

Thank you for coordinating on the review of the proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me at 813-975-6429 or at Daniel.santos@dot.state.fl.us.

Sincerely,



Daniel C. Santos, AICP
D7 Development Compliance Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, Growth Management Coordinator, FDOT District 7

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

February 10, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan (Ord. No. 2023-11)

Dear Andrew:

Thank you for forwarding the proposed amendments to the City's Comprehensive Plan. Staff have reviewed the proposed amendments and find that the City is required to address several inconsistencies outlined in the attached review form. Staff have also outlined recommended amendments which would provide clarity in consistency with the Countywide Rules.

Staff recommends the City of Madeira Beach thoroughly review the attached narrative for required amendments which will address inconsistencies with the City's Comprehensive Plan and Countywide Rules, particularly with the following sections of the Future Land Use Element regarding the density/intensity standards for various future land use categories: FLU Element, Policy 4.1.1.2 (Residential/Office/Retail, Resort Facilities Medium and Resort Facilities High categories) and FLU Element, Policy 4.1.1.3 (Commercial General category).

Forward Pinellas staff are happy to provide clarifications and continue assisting the City of Madeira Beach in matters of consistency with the Countywide Rules.

If you have any questions, please feel free to email nrahman@forwardpinellas.org.

Sincerely,

Nousheen Rahman

Nousheen Rahman
Planner

Countywide Rules Determination of Consistency for Madeira Beach Comprehensive Plan Amendments (Ord. No. 2023-11) 2/10/2023

3.1 Definitions

- Consider amending definition of *Ancillary non-residential use* to be consistent with Countywide Rules: "Off-street parking and trash receptable areas for adjacent, contiguous, nonresidential uses"
- Amend definition of *Floor Area Ratio (FAR)* from "relationship between the gross floor area on a site and gross land area" to "relationship between the gross floor area on a site and **net** land area"
- Amend definition of *Floor Area Ratio (FAR)* from "dividing by the gross land area" to "dividing by the **net** land area"
- Amend definition of *Impervious Surface Ratio (ISR)* from "relationship between the total impervious surface area on a site and the gross land area" to "relationship between the total impervious surface area on a site and the **net** land area."
- Amend definition of *Impervious Surface Ratio (ISR)* from "the square footage of the gross land area" to "the square footage of the **net** land area."

FLU Element, Policy 4.1.1.1

- Staff recommends clearly adding allowable uses for each residential category, consistent with the Countywide Rules
- The definitions for each Residential category outlines allowable density "excluding residential equivalent uses and institutional uses." Staff recommends clearly outlining what the maximum allowable densities for residential equivalent uses and institutional uses.

FLU Element, Policy 4.1.1.2

Residential/Office/Retail category:

- The temporary lodging density standards for the R/O/R are **inconsistent** with the Countywide Rules. They are outlined as up to 45 UPA and should be **no more than 40 UPA as outlined by the corresponding Countywide Rules category Retail & Services** unless the Alternative Temporary Lodging Standards of Countywide Rules Section 5.2.1.3 are adopted for this category. The City is required to address this inconsistency.
- The FAR for the R/O/R category is **inconsistent** with the Countywide Rules. The FAR is outlined as 1.0 and should be **no more than 0.55 FAR as outlined by the corresponding Countywide Rules category Retail & Services.** Adopting the Alternative Temporary Standards would bring this standard into consistency for **temporary lodging uses only.** The City is required to address this inconsistency.
- Staff recommends clearly outlining what "other" uses are as referenced in the R/O/R category.

Resort Facilities Medium and High categories:

- The temporary lodging standards for the Resort Facilities Medium and Resort Facilities High categories are **partly consistent** with the Alternative Temporary Lodging Standards.
- The density and intensity standards, and the requirement for a development agreement, are consistent, but not all of the required provisions of Countywide Rules Section 5.2.1.3 have been addressed.

FLU Element, Policy 4.1.1.3

- The temporary lodging density standards for the CG category are **inconsistent** with the Countywide Rules. They are outlined as up to 60 UPA and should be **no more than 40 UPA as outlined by the corresponding Countywide Rules category Retail & Services unless the Alternative Temporary Lodging Standards are adopted for this category.** The City is required to address this inconsistency.
- The intensity standards for the CG category are **inconsistent** with the Countywide Rules. They are outlined as 1.2 FAR and should be **no more than 0.55 FAR as outlined by the corresponding Countywide Rules category Retail & Services.** Adopting the Alternative Temporary Standards would bring this standard into consistency for **temporary lodging uses only.** The City is required to address this inconsistency.
- Staff recommends clearly outlining allowable uses for the CG category.
- Staff recommends clearly outlining allowable uses for the R/OS category
- Staff recommends clearly outlining allowable uses for the Preservation category
- Staff recommends clearly outlining allowable uses for the Institutional category
- Staff recommends clearly outlining allowable uses for the T/U category

Objective 4.2.1

- Amend references from “Countywide Future Land Use Plan” to “Countywide Plan for Pinellas County” or “Pinellas County Countywide Plan”

General Comments for the Future Land Use Element

- The Future Land Use Element and some of its land use categories are inconsistent with the standards provided in the Countywide Rules. These inconsistencies are required to be addressed.
- Staff recommends including a table and/or matrix within the Future Land Use Element outlining each land use category, associated allowable uses, developmental standards and the corresponding Countywide Plan Map category for clarity. This would also help the city in identifying and addressing inconsistencies.

Coastal Management and Conservation Element General Comments

- This element should include provisions for amendments in the Coastal High Hazard Area, either verbatim or by reference (though we recommend verbatim), consistent with Section 4.2.7 of the Countywide Rules

Remaining Elements

- The remaining amendments are not subject to review for consistency with the Countywide Rules.

TAMPA BAY REGIONAL PLANNING COUNCIL

LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT SUMMARY LOG -
(1/21/23 - 3/2/23)

TBRPC #	DATE REC'D	JURISDICTION	SM. SCALE	LG. / TEXT	DEO #	LOCAL GOV'T REFERENCE #	TBRPC COMMENTS		TECH. COMMENTS		AMENDMENT DESCRIPTION
							Yes	No	Yes	No	
5	2/3/2023	Hillsborough County	X		NA	HC/CPA 22-13, HC/CPA 19-09, HC/CPA 22-19 and HC/CPA 22-21		X		X	HC CPA 19-09 AR-1/5 to AE 1/ 2.5 5.01 +/- acres, HC CPA 22-13 RES-4 to LI-P 6.16 (+/-acres) HC CPA 22-19 RES-9 to UMU-20 8.18(+/-acres) HC CPA 22-21 UMU-20 to ICMU-35 6.67 acres
6	2/3/2023	Hillsborough County		X	23-02 ESR	HC/CPA 22-20		X		X	HC CPA 22-20 SMU-6 RES-9 +122.18 acre
7	2/16/2023	Manatee County		X	23-02 DRI	Plan Amendment 22-10/Ordinance 23-27 (fka 22-73)		X		X	Map amendment to the Future Land Use Map of the Future Land Use Element to designate 1,381.63± acres
8	2/16/2023	Manatee County		X	23-03 DRI	Plan Amendment 22-06/Ordinance 23-28 (fka 22-48)		X		X	Text amendments and associated Traffic Map Series update to Element 5, Transportation, Traffic Sub-Element; providing for text amendments to Element 5, Transportation, Traffic Sub-Element; providing for an update of the Traffic Circulation Map Series (Map 5-B 2045 Future Traffic Circulation: Functional Classification, Map 5-C 2045 Future Traffic Circulation: Right-of-Way Protection and Reservation; Map 5-0 2045 Future Traffic Circulation: Number of Lanes, Map 5-E 2045 Future Traffic Circulation: Functional Classification and Map 5-F Future Traffic Circulation: Strategic Intermodal System (SIS) and Emerging SIS); and associated Table 5-1;
9	2/22/2023	Bellaire Shores		X	23-01 ER	(Ord. No. 2023-01)		X		X	Proposed EAR-Based Amendments to the Belleair Shore Comprehensive Plan

10	3/1/2023	Madeira Beach		X	23-01 ER	2023-11		X		X	EAR Amendment
11	3/2/2023	Manatee County		X	23-04 ESR	Plan Amendment 22-11/Ordinance 23-02		X		X	Evers Reservoir, Lake Manatee Reservoir, And Peace River Watershed Overlay Districts

AG	Agricultural	FLUE	Future Land Use Element	P/SP	Public/Semi-Public
ARE	Area Redevelopment Element	FLUM	Future Land Use Map	PD	Planned Development
ALF	Assisted Living Facility	GOPs	Goals, Objectives & Policies	PFE	Public Facilities Element
CBD	Central Business District	GNC	General Commercial	PRE	Property Rights Element
CCE	Coastal & Conservation Element	HE	Housing Element	PSFE	Public School Facilities Element
CE	Conservation Element	I	Industrial	QCE	Quality Communities Element
CG	Commercial General	ICE	Intergovernmental Coord. Element	R/O	Residential/Office
CHHA	Coastal High Hazard Area	IE	Infrastructure Element	R/OS	Recreation/Open Space
CIE	Capital Improvements Element	IL	Industrial Limited	R/O/R	Residential/Office/Retail
CIP	Capital Improvements Plan/Program	IND	Industrial Heavy	R&D	Research & Development
CL	Coastal Lands	INST	Institutional	RCP	Research Corporate Park
CLRE	Coastal, Lakes & Rivers Mgmt Element	LCE	Livable Communities Element	RES	Residential

CME	Coastal Management Element	**LDC**	Land Development Code	**RH**	Residential High
CMU	Community Mixed-Use	**LDR**	Low-Density Residential	**RL**	Residential Low
COM	Commercial	**LI**	Light Industrial	**RM**	Residential Medium
CON	Conservation	**LOS**	Level of Service	**RS**	Residential Suburban
CPA	Comprehensive Plan Amendment	**M**	Manufacturing	**RU**	Residential Urban
CPAL	Comp. Plan Amendment/Large-Scale	**MPUD**	Master Planned Unit Development	**SMU**	Suburban Mixed Use
CPAS	Comp. Plan Amendment/Small-Scale	**MU**	Mixed Use	**TE**	Transportation Element
DE	Drainage Element	**NOI**	Notice of Intent	**UF**	Urban Fringe
EAR	Evaluation & Appraisal Report	**O**	Office		
EC	Employment Center	**ORD**	Ordinance		

Memorandum

Meeting Details: June 17, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign – 2nd Reading & Public Hearing

Background: Ordinance 2023-12 updates the definition of portable sign to follow the federal appeals court ruling from LaCroix v. Town of Fort Myers Beach. The case ruled that it is a first amendment right for citizens to be able to carry non-commercial speech signs in public areas such as sidewalks and parks.

Discussion: Ordinance 2023-12 clarifies that a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a prohibited portable sign. These signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the City's sidewalks and parks. The Local Planning Agency (the Planning Commission) recommended approval of Ordinance 2023-12 and the first reading and public hearing before the Board of Commissioners occurred at the May 10, 2023 meeting.

Fiscal Impact:

N/A

Recommendation(s):

Planning Commission and staff recommends approval of Ordinance 2023-12.

Attachments:

- Ordinance 2023-12
- Forward Pinellas Consistency Letter

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 (DEFINITIONS) OF CHAPTER 82 (GENERAL PROVISIONS) OF THE CITY'S LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF PORTABLE SIGN; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City last amended its current sign code on December 11, 2018 via Ordinance 2018-14; and

WHEREAS, the sign code defines "portable sign" as any sign not permanently attached to the ground or other permanent structure, designed to be transported including, but not limited to, signs designed to be transported by means of wheels, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business; and

WHEREAS, the City has become aware of the case of *LaCroix v. Town of Fort Myers Beach*, 38 F.4th 941 (11th Cir. 2022), wherein the federal appeals court determined that a similarly-worded provision had the effect of preventing citizens from carrying signs on their persons in traditional public areas such as sidewalks and parks to engage in their First Amendment rights; and

WHEREAS, in adopting similar model code language, the Board of Commiossioners did not, and does not intend to impinge on such rights; and

WHEREAS, since adopting its sign code the City has never cited any person for carrying a sign as a means of engaging in First Amendment rights, and the City is committed to never do so; and

WHEREAS, the Board of Commissioners has asked the City Attorney to revise the definition of "portable sign" to ensure it cannot be interpreted or applied in the manner described in the *LaCroix* case, and to ensure instead that it will affirm a citizen's right to carry a sign expressing any non-commercial speech the citizen desires to express; and

WHEREAS, the Board of Commissioners finds that it is in the interest of the City and its citizens to adopt the code amendment set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The definition of Portable Sign, as found under Sign Types within the definition of Sign, in Section 82-2 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

Portable sign means any sign not permanently attached to the ground or other permanent structure, designed to be transported including, but not limited to, signs designed to be transported by means of wheels, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business. For purposes of this chapter, a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a portable sign, and such signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the City's sidewalks and parks.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

Linda Fisher

Linda Fisher
Principal Planner

Memorandum

Meeting Details: June 17, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-13, LDC - Rental of Residential Amenities – 2nd Reading & Public Hearing

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Background: Home amenity rentals have the potential to create negative impacts on residential neighborhoods by generating additional traffic, noise, and disruptive behavior. Ordinance 2023-13 prohibits the owner or authorized agent of an owner of a residential property from renting or leasing any amenity, feature, or structure other than a dwelling.

Discussion: Ordinance 2023-13 defines "Amenity, feature, or structure" as including, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gazebos, or front, rear or side yards. Commercial and other areas in Madeira Beach that currently allow for renting or leasing recreation, or event facilities would not be affected by this ordinance. The Local Planning Agency (the Planning Commission) recommended approval of Ordinance 2023-12 and the first reading and public hearing before the Board of Commissioners occurred at the May 10, 2023, meeting.

Fiscal Impact:

N/A

Recommendation(s):

Planning Commission and staff recommend approval of Ordinance 2023-13.

Attachments:

- Ordinance 2023-13
- Forward Pinellas Consistency Letter

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING DIVISION 15 OF ARTICLE VI OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH CONCERNING RENTAL OF RESIDENTIAL AMENITIES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida municipalities have the constitutional and statutory home rule authority to adopt regulations to advance the health, safety and welfare of their residents and visitors, to preserve and protect the unique characteristics of their communities, and to ensure uses of land are consistent with the intended characteristics of established zoning districts; and

WHEREAS, the City of Madeira Beach finds that the recent advent of internet based marketplaces which allow owners of single family residential homes to rent out amenities of homes such as pools, yards, driveways and roofs on a daily or even hourly basis is detrimental to its residential neighborhoods; and

WHEREAS, such short term rental activities generate additional and frequent automotive traffic into single family residential neighborhoods from customers of such marketplaces, which traffic undermines the level, frequency and timing of traffic in such neighborhoods which were intended with these zoning districts were established; and

WHEREAS, such short term rental activities bring to such residential neighborhoods an increase in persons who do not actually live in or have any connection to the neighborhoods; and

WHEREAS, frequent home amenity rentals will have negative impacts on the residential neighborhoods in which they occur, including added automotive traffic, consumption of limited available street parking, increased law enforcement calls to address the noisy parties and other disruptive behavior, including behavior which can last into the night, which will often occur by amenity renters who, by virtue of their lack of connection to the property or neighborhood, will not have a regard for the occupants of neighboring homes; and

WHEREAS, the provisions of this Ordinance do not prevent citizens from accessing facilities to swim, conduct marriage ceremonies, engage in sports activities, or to otherwise recreate, as there are already ample businesses and venues within and proximate to the City which are properly zoned, with setbacks and other regulatory measures to ensure negative impacts on surrounding properties is minimized; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City, its residents, and property owners, to approve the regulatory measures set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Madeira Beach, Florida, that:

Section 1. Division 15 of Article VI of Chapter 110 (Zoning) of the Land Development Regulations of the City of Madeira Beach is hereby created as follows:

DIVISION 15 – REGULATION OF RESIDENTIAL AMENITIES

Sec. 110-610. – Residential amenities rentals prohibited.

(a) The owner or authorized agent of an owner of a residential property is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or structure, other than a dwelling, detached dwelling, dwelling units or accessory dwellings, appurtenant to or associated with such residential property, regardless of the purpose or length of time of said rental or lease.

(b) For purposes of this section, the words "amenity, feature, or structure" includes, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gardens, gazebos, or front, rear or side yards.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Madeira Beach Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____DAY OF _____, 2023.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

Linda Fisher

Linda Fisher
Principal Planner

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR THE DELETION OF THE WORDS "CITY COMMISSION" AND REPLACEMENT WITH THE WORDS "BOARD OF COMMISSIONERS" IN SECTIONS 2-191(B) AND 2-193(3)(B) THEREOF; TO PROVIDE FOR THE DELETION OF SECTIONS 2-193(3)C AND 2-194 OF THE CODE RELATING TO PERSONAL AND PROFESSIONAL SERVICE CONTRACTS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor reviewed the current provisions of Section 2-191, 2-193 and 2-194 and has recommended that certain revisions be made; and

WHEREAS, the recommendations of the Mayor have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That subparagraph (b) of Section 2-191 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

(b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the ~~city commission~~ Board of Commissioners to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

Section 2. That subparagraph b. of Section 2-193(3) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below $5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the ~~city commission~~ Board of Commissioners must first make the written findings required by Florida Statutes § 255.04.

Section 3. That subparagraph c. of Section 2-193(3) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby deleted in its entirety, as follows:

~~c. Personal and professional service contracts as provided for in section 2-194 of this article.~~

Section 4. That Section 2-194 (Personal and Professional Services) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby deleted in its entirety, as follows:

~~**Sec. 2-194. Personal and professional services.**~~

~~Contracts and engagement of personal and professional services may be obtained and entered into by the city commission without competitive bidding. The fixing and payment of salaries to city employees and contracts for the services of attorneys at law, financial consultants, experts and other personal and professional services shall not be~~

~~subject to the requirement for competitive bids where doing so does not conflict with state or federal law. Notwithstanding the foregoing, where the city seeks to acquire architectural, engineering, landscape architecture, or registered surveying and mapping services, it shall comply with the requirements of Florida Statutes § 287.055. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391.~~

Section 5. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 6. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 7. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

_____
James “Jim” Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Memorandum

Meeting Details: June 14, 2023 - BOC Regular Meeting

Prepared For: Mayor and Board of Commissioners

Staff Contact: Andrew Morris, Long Range Planner, Community Development Department

Subject: 4COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-05 for John's Pass Grille located at 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida 33708

Background

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-05, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at John's Pass Grille. John's Pass Grille is in the C-1, Tourist Commercial Zoning District. This application enlarges the area where alcoholic beverages are sold. Section 110-535. - Expansion of alcoholic beverage zoning of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to enlarge the area for the sale of alcoholic beverages, including consideration of all requirements under Section 110-532 (detailed in the discussion section of this memo).

Discussion

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

John's Pass Grille currently has an active Special Food Service Establishment (4COP) alcoholic beverage license. The applicant's alcoholic beverage license use would expand to an adjacent commercial unit. This proposed expansion adds 27 new seats inside and 16 new seats outside. Previously a mortgage office was in the adjacent commercial unit. John's Pass Grille is in the C-1, Tourist Commercial Zoning District. This zoning district's purpose is to recognize the unique commercial, marine, tourist, and historic value of John's Pass Village. Other nearby businesses in John's Pass Village have alcoholic beverage licenses that allow for the sale of beer, wine, and liquor. The proposed expansion in alcoholic beverage license use fits within the existing character of the neighborhood.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

John's Pass Grille is an existing restaurant that currently has an active Special Food Service Establishment (4COP) alcoholic beverage license. The proposed expansion would replace a mortgage office in the adjacent commercial unit. The Madeira Beach Code of Ordinances, Section 110-954. Special parking areas reduces the parking requirements by 50% for properties within the C-1 Tourist Commercial, Zoning District. The property owner of this structure owns the nearby John's Pass Plaza garage. The proposed expansion of the alcoholic beverage use would not create congestion of present a safety hazard.

(3) Whether or not the proposed use is compatible with the location for which it is proposed.

John's Pass Grille is not located within 300 feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. Other nearby businesses in John's Pass Village sell alcohol, including liquor. Expanding the existing restaurant is compatible with the location. John's Pass Grille is in the C-1, Tourist Commercial Zoning District. This zoning district is primarily a commercial district focused on serving both tourists and residents.

(4) Whether or not the proposed use will adversely affect the public safety.

John's Pass Grille would continue to be a restaurant with the proposed expansion of alcoholic beverage license. The expansion would add additional seating in the adjacent commercial unit and the outdoor patio area. Other nearby restaurants have similar seating arrangements. The proposed expansion in alcoholic beverage license use would not adversely affect public safety since they already have an approved alcohol license.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines, or penalties owed by the applicant to the city under any section of the Code.

The applicant does not have any outstanding charges, fees, interest, fines, or penalties owed to the city.

Fiscal Impact
N/A

Recommendation(s)
Staff recommends the approval of the Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at John's Pass Grille located at 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida 33708.

Attachments/Corresponding Documents

- Application
- Public Notice Mailing and Posting

ABP #: 2023-05

CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 ♦ FAX (727) 399-1131
Email: planning@madeirabeachfl.gov

ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address

John's Pass Grille LLC (Mark Grau)
111 Boardwalk Place #203 + #201
Madeira Beach 33708

Property Owner: Name and Address

Equity Mgt. Partners
10225 Ulmerton Rd #12A
Largo 33771

Telephone: 727-709-4604

Email: michael@peranoraconsulting fl.com

Telephone: 727-517-2395

Email: fernando@equitymp.com

Mailing Address: ~~Same as~~ applicant address

Phone(s): 727-709-4604 Email: ~~Same~~

Type of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLC

Name of Business: John's Pass Grille Business Phone: 727-623-4456

Parcel #: 15-31-15-57275-000-2030

Legal Description: Unit NOS 101 103 201 203 301 303 305 AND 307 of Tarpon Landing -

Number of Seats: Inside: (79) + 27 New Outside: (31) + 16 New

Number of Employees: 12

Zoning District:

☒ C-1 Tourist Commercial
☐ C-2 John's Pass Marine Commercial
☐ C-3 Retail Commercial
☐ C-4 Marine Commercial
☐ R-3 Only Restaurant
☐ PD Planned Development

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records shall be open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information prepared or received by this office in connection with official business are considered public records and subject to public inspection.

ABP #: _____

Classification:

☐ Package store, beer & wine ☐ Retail Store, beer, wine

☐ Package store, beer, wine, liquor ☑ Restaurants

☐ Bar ☐ Club ☐ Charter Boats

Number of Parking Spaces: _____ HC Parking Spaces: _____ Bike Racks: _____ John's Pass & letter attached

Hours of Operation:

Monday: 11AM - 10pm

Tuesday: 11AM - 10pm

Wednesday: 11AM - 10pm

Thursday: 11AM - 10pm

Friday: 11AM - Mid

Saturday: 11AM - Mid

Sunday: 11AM - 10pm

General Description of Business: Restaurant w/ Bar

Supporting Materials Required:

☑ Property Owner's Written Approval ☒ Property Survey Doesn't exist: as established previously

☒ Site Plan

Questionnaire: On a separate piece of paper, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2023-05

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant: _____ Date: 5-10-23

****For City of Madeira Beach Use Only****

Fee: $800.00 ☐ Check # _____ ☐ Cash ☑ Receipt # 20224

Date Received: 5/15/2023 Received by: Lisa Sammon

ABP# Assigned: _____

BOC Hearing Date: _____ ☐ Approved ☐ Denied

_____ Date: _____

Community Development Director

_____ Date: _____

City Manager

DISCLAIMER: Accordingly, Florida Statutes, Chapter 119, mandates that all state, county and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information submitted to the City of Madeira Beach may be subject to public disclosure. Sections 119.071 and 119.0713 are subject to public record requests.

Morris, Andrew

From: Fernando Ortiz <fernando@equitymp.com>
Sent: Monday, October 3, 2022 6:27 PM
To: Morris, Andrew
Cc: michael@oneononeconsultingfl.com
Subject: [e] John's Pass Grille Parking

Good afternoon Mr. Morris,

This email is in response to your inquiry about John's Pass Grille Parking, which we discussed at your office.

We have hundreds of parking spaces available at the John's Pass parking garage to accommodate all the John's Pass Grille patrons. Outside of the parking garage, all customers have access to metered parking spaces.
There are employees on duty in the parking garage until 10 p.m. and it is open twenty-four hours a day, seven days a week, customers can use our completely automated parking kiosks to pay for parking after 10 p.m.

Since we own and manage both the parking garage and the physical location of John's Pass Grille, we do not require a parking agreement.

It was a pleasure meeting you in person, and please let me know if there is anything else I can do to help things move along for John's Pass Grille.

Fernando Ortiz
John's Pass Plaza Asset Manager
Equity Management Partners, Inc
m 239.791.6649
f 727.517.2396
w John Pass Plaza – fernando@equitymp.com

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

EQUITY MANAGEMENT PARTNERS

9/19/2022

Equity Management Partners
10225 Ulmerton Rd, Suite 12A
Largo, FL 33771

To: John's Pass Grille
111 Boardwalk Pl Ste: #203
Madeira Beach, FL 33708.

To whom it may concern,

We are approving the Lessee's request to change John's Pass Grille's 2COP SFS license to a 4COP SFS lice nse at 111 Boardwalk Pl Ste: #203, Madeira Beach, FL 33708.

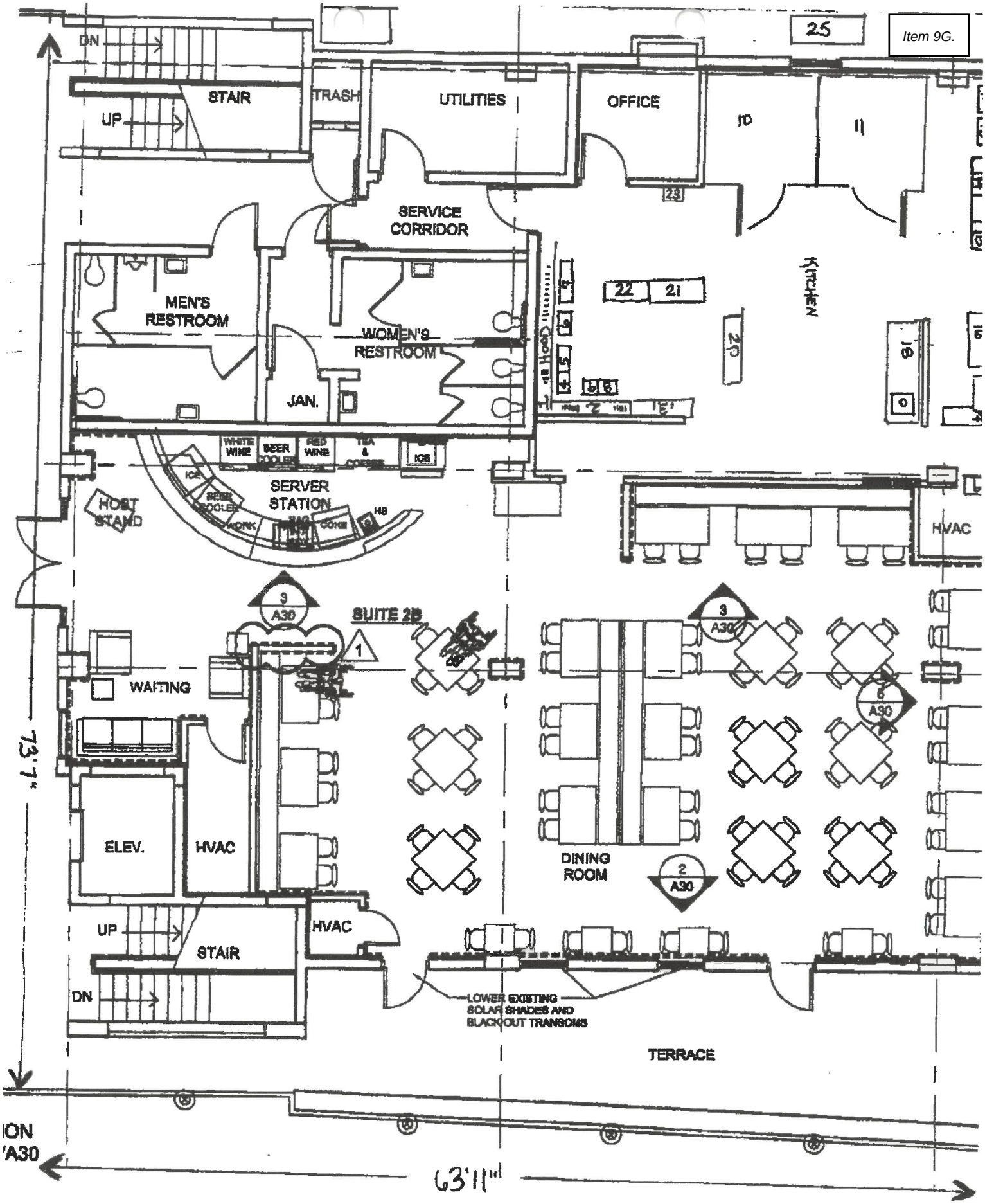
If you have any questions, please call us at 727-517-2395.

Best regards,

Fernando Ortiz
John's Pass Asset Manager

Questionnaire Answers:

1. It will have no adverse effect. This is an expansion of the existing business. We wanted to be able to fill empty space on our floor while being able to have indoor live music outside of our dining areas.
2. It will not create congestion or present a safety hazard, as we are currently located in John's Pass.
3. It is currently operational and serves liquor, beer, and wine. This is to add on to the existing service space and restore the operation to its previously existing size.
4. There will be no adverse effect on Public Safety.
5. Not an issue.


25
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OFFICE
10
11
23
SERVICE CORRIDOR
MEN'S RESTROOM
WOMEN'S RESTROOM
JAN.
22
21
KITCHEN
20
18
WHITE WINE
BEER COOLER
RED WINE
TEA & COFFEE
ICE
SERVER STATION
HOST STAND
HVAC
3 A30
SUITE 2B
1
WAITING
ELEV.
HVAC
DINING ROOM
2 A30
6 A30
UP
STAIR
DN
HVAC
LOWER EXISTING SOLAR SHADES AND BLACKOUT TRANSOMS
TERRACE
73'7"
63'11"
ION
'A30

1.HOOD

2. HOOD

3. COOLER

4. GRILL

5. GRILL

6. COOLER

7. STOVES

8. FRYER

9. FRYER

10. WALK-IN COOLER

11. WALK-IN FREEZER

12. WATER HEATER

13. MOP SINK

14. 3 COMPARTMENT SINK

15. HAND WASH SINK

16. DISHWASHER

17. TABLE

18. PREP TABLE W/ SINK

19. ICE MACHINE

20. FREEZER

21. COOLER

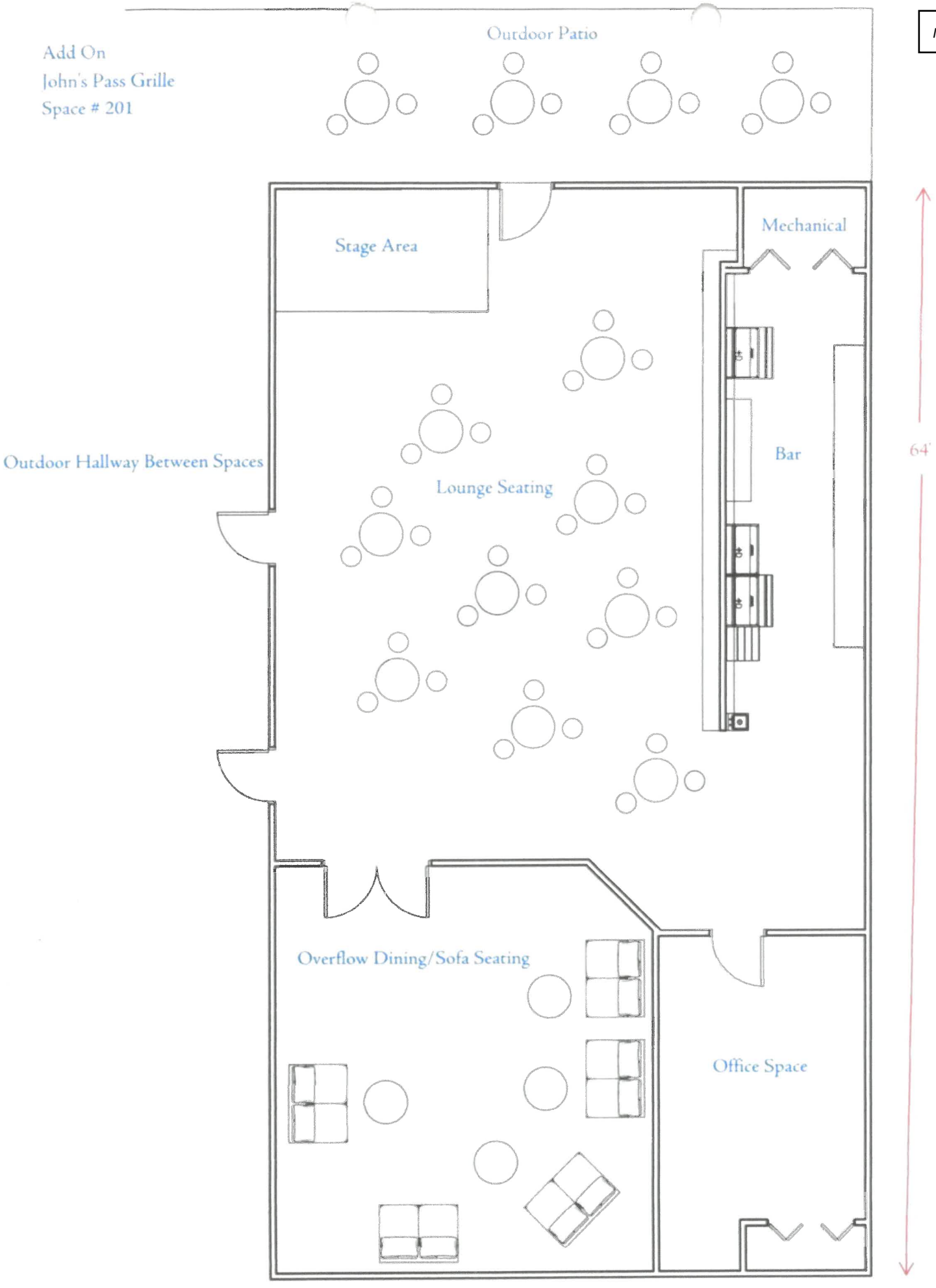
22. ELECTRIC CONVECTION OVEN

23. HAND WASH SINK

24. DUMPSTER (OUTSIDE)

25. GREASE TRAP (OUTSIDE)

Add On
John's Pass Grille
Space # 201



City Of Madeira Beach FLORIDA

MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **June 14, 2022, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida to review an application for approval by the Board of Commissioners of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at John's Pass Grille located at 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida.

4COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-05

Applicant: John's Pass Grille LLC

Business Location: 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida

Business: John's Pass Grille

Application Request:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-05, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at John's Pass Grille. This establishment is in the C-1, Tourist Commercial Zoning District. This application is being made pursuant to Sec. 110-535. - Expansion of alcoholic beverage zoning of the City of Madeira Beach Code of Ordinances, as a result of the applicant's request to enlarge the area where alcoholic beverages are sold. Section 110-535. - Expansion of alcoholic beverage zoning of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to enlarge the area for the sale of alcoholic beverages, including consideration of all requirements under Section 110-532.

Note:

You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the application, please contact Andrew Morris, Long Range Planner at 727-391-9951, ext. 296 or amorris@madeirabeachfl.gov.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 296

Posted:

May 26, 2023 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board/Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 244 or send a written request to planning@madeirabeachfl.gov.

NOTICE OF INTENT TO BE AN AFFECTED PARTY

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the City Community Development Department not less than five days prior to commencement of the hearing. The completed and signed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Email: planning@madeirabeachfl.gov
727-391-9951

AFFECTED PERSON INFORMATION

Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

Email: _____

APPLICATION INFORMATION

Case No(s). or Application No(s)., whichever apply: _____

_____

_____

Applicant's Name: _____

_____ _____

Signature of Affected Person Date

City Of Madeira Beach FLORIDA

AFFIDAVIT OF MAILING

Date: 5/26/2023

Mailings for Case # 2023-05

Before me this day Lisa Scheuerman personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Scheuerman
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me this 26 day of May, 2023.

Personally known or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 374445

Samantha Arison
Notary Public

5/26/23
Date

*Copy of public notice is attached.

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 5-26-23

Postings for: ABP2023-05

Before me this day Andrew Morris personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 26 day of May, 2023.

Personally known or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 51748

Samantha Arison
Notary Public

5/26/23
Date

*Copy of public notice is attached.

City Website

Community Development Department / Community Development Documents / Plan Review Documents

< Back

Plan Review Documents

John's Pass Activity Center Plan

Jenny Rowan
Director of Community Development

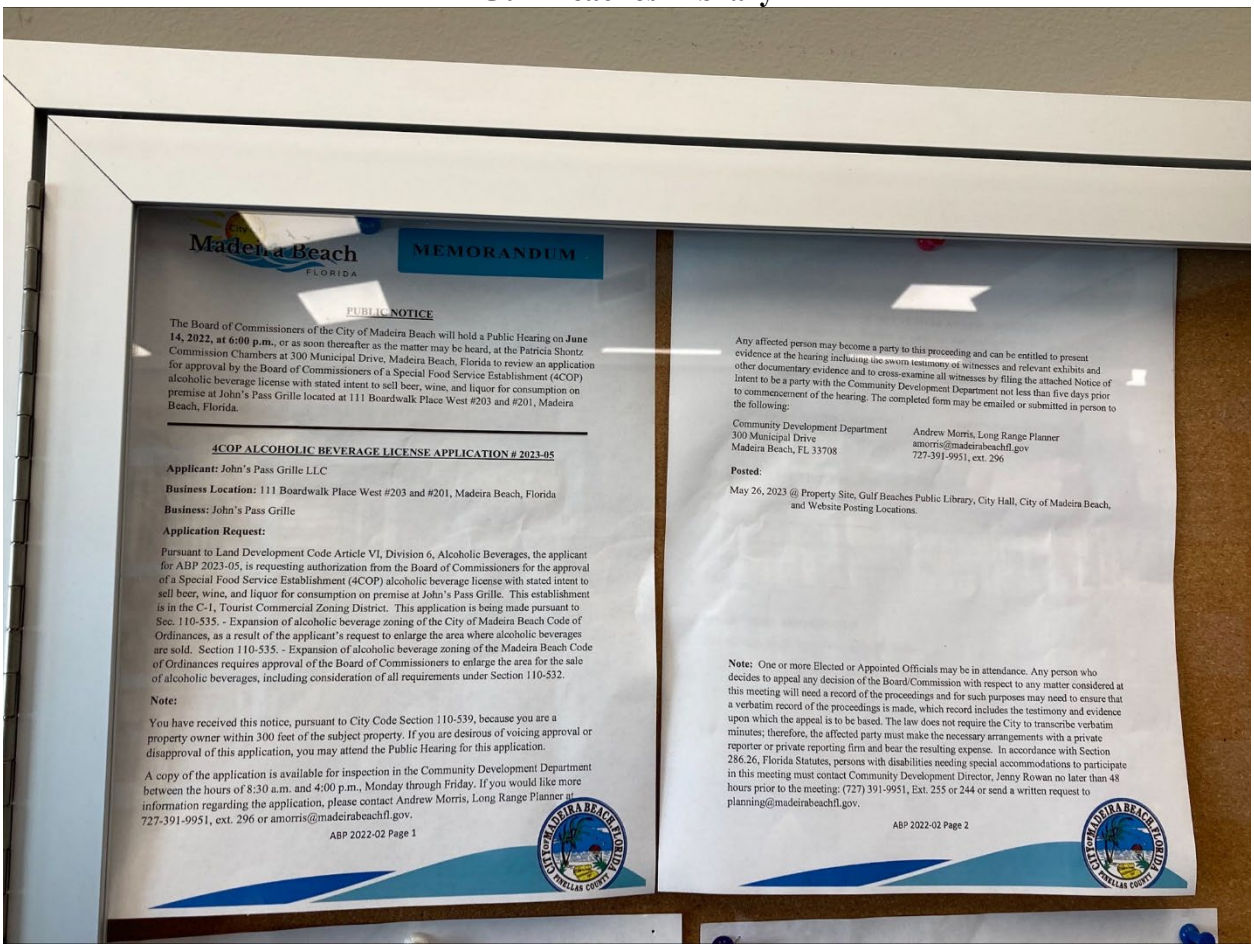
Plan Review Documents

ABP 2023-05 John's Pass Grille

ABP 2023 05 John's Pass Grille App

ABP 2023 05 John's Pass Grille Public Notice

Gulf Beaches Library



Madeira Beach FLORIDA

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4COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-05

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Business Location: 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida

Business: John's Pass Grille

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ABP 2022-02 Page 1

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 296

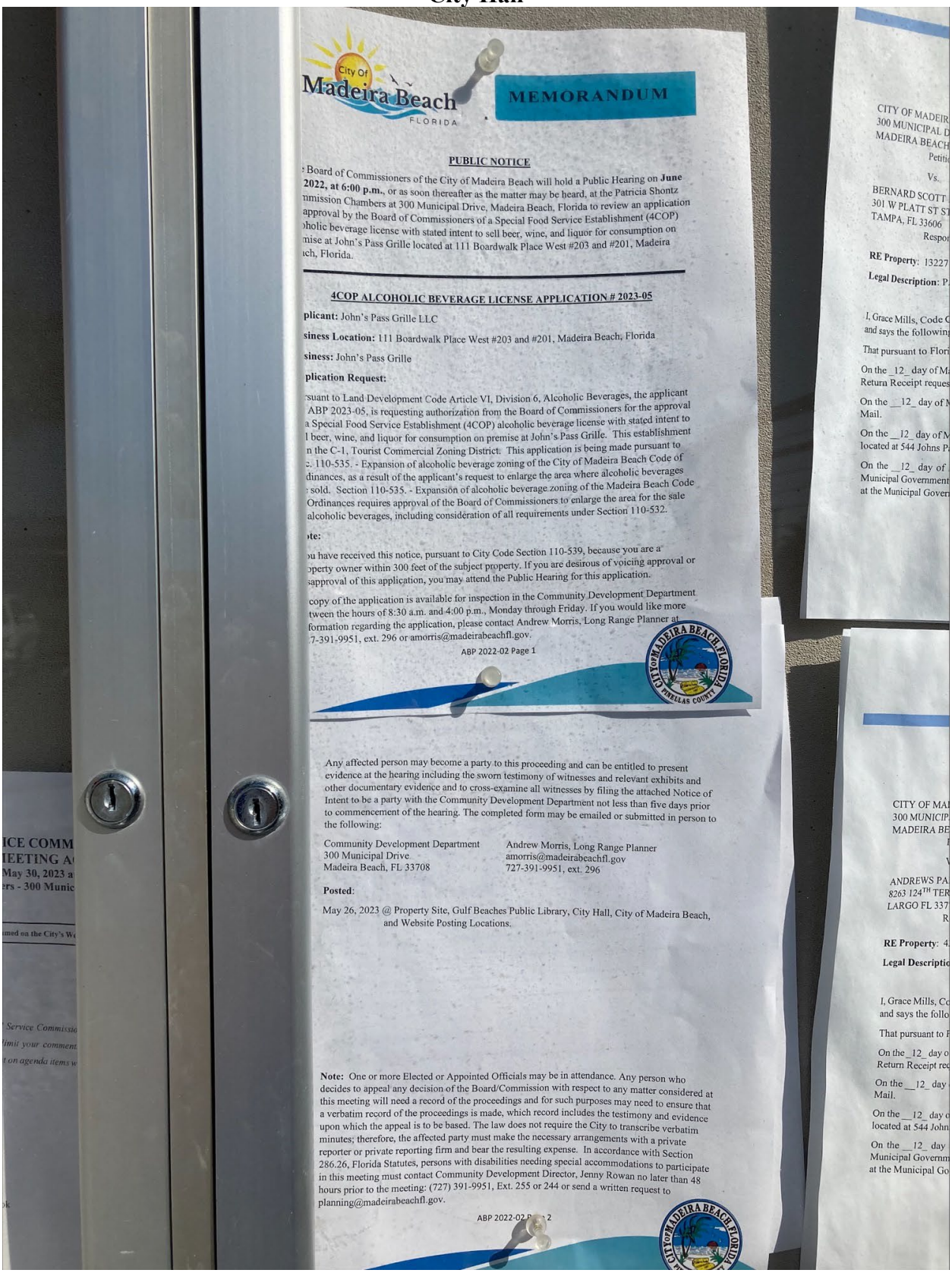
Posted:

May 26, 2023 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board/Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 244 or send a written request to planning@madeirabeachfl.gov.

ABP 2022-02 Page 2

City Hall



City Of Madeira Beach FLORIDA

MEMORANDUM

PUBLIC NOTICE

: Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **June 2022, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz nmission Chambers at 300 Municipal Drive, Madeira Beach, Florida to review an application approval by the Board of Commissioners of a Special Food Service Establishment (4COP) holic beverage license with stated intent to sell beer, wine, and liquor for consumption on mise at John's Pass Grille located at 111 Boardwalk Place West #203 and #201, Madeira ch, Florida.

4COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-05

plicant: John's Pass Grille LLC

siness Location: 111 Boardwalk Place West #203 and #201, Madeira Beach, Florida

siness: John's Pass Grille

plication Request:

rsuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant ABP 2023-05, is requesting authorization from the Board of Commissioners for the approval a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to l beer, wine, and liquor for consumption on premise at John's Pass Grille. This establishment n the C-1, Tourist Commercial Zoning District. This application is being made pursuant to c. 110-535. - Expansion of alcoholic beverage zoning of the City of Madeira Beach Code of dinances, as a result of the applicant's request to enlarge the area where alcoholic beverages sold. Section 110-535. - Expansion of alcoholic beverage zoning of the Madeira Beach Code Ordinances requires approval of the Board of Commissioners to enlarge the area for the sale alcoholic beverages, including consideration of all requirements under Section 110-532.

ote:

ou have received this notice, pursuant to City Code Section 110-539, because you are a operty owner within 300 feet of the subject property. If you are desirous of voicing approval or sapproval of this application, you may attend the Public Hearing for this application.

copy of the application is available for inspection in the Community Development Department tween the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more formation regarding the application, please contact Andrew Morris, Long Range Planner at 7-391-9951, ext. 296 or amorris@madeirabeachfl.gov.

ABP 2022-02 Page 1

CITY OF MADEIRA BEACH FLORIDA PINELLAS COUNTY

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 296

Posted:

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ABP 2022-02 P 2

CITY OF MADEIRA BEACH FLORIDA PINELLAS COUNTY

Location of Business

Welcome
NOTICE OF PUBLIC HEARING
APPLICATION NO.: 7100 Alcoholic Beverage License Application #2023-05
REQUEST: This application is being made pursuant to Sec. 110-535 - Extension of alcoholic beverage zoning as a right of the applicant's agent to establish where alcoholic beverages are sold.
PROPERTY DESCRIPTION: John Ms Pass Grille 111 Boardwalk Place West #203 and 204 Madeira Beach, Florida
HEARING DATE & TIME: June 19, 2023 6 pm
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION
SHOP SMALL SUPPORT RESTAURANTS
ROCK to the U.S.A.
Saturday June 10
GIFT CARDS
BATHROOMS TO THE LEFT
SHOP SMALL SUPPORT RESTAURANTS

BUD LIGHT
BUD LIGHT
BUD LIGHT
HOOTERS

FINAL
FRIDAY
John's Pass Villa
LIVE MUSIC | DRINK SPECIALS | FOOD SPE
6PM - 9PM
LAST FRIDAY
EVERY MONTH

MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov **mike@pcpao.gov**

Run Date: 23 May 2023
Subject Parcel: 15-31-15-57275-000-2010
Radius: 300 feet
Parcel Count: 33
Total pages: 3

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

R N J MADEIRA BEACH INC
C/O IURILLO, CAMILLE
1017 GRAND CT
HIGHLAND BEACH, FL 33487-5306

R N J MADEIRA BEACH INC
C/O IURILLO, CAMILLE
1017 GRAND CT
HIGHLAND BEACH, FL 33487-5306

FL INT IMP FUND TRE
C/O GARDNER PROPERTIES INC
555 SE ST LUCIE BLVD
STUART, FL 34996-1320

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

JPV RESTAURANT PROPERTY LLC
410 150TH AVE STE H
MADEIRA BEACH, FL 33708-2000

VETERANS OF FOREIGN WARS HOLIDAY ISLES
POST 4256
12901 GULF BLVD
MADEIRA BEACH, FL 33708-2636

J E H INVESTMENTS LLC
4200 4TH ST N STE 3
ST PETERSBURG, FL 33703-4735

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

111 BOARDWALK LLC
10225 ULMERTON RD STE 12A
LARGO, FL 33771-3520

DE LOSAS PIZZA & RESTAURANT
12800 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2653

LUPER REAL ESTATE INC
7262 SAWGRASS POINT DR N
PINELLAS PARK, FL 33782-4202

111 BOARDWALK LLC
10225 ULMERTON RD STE 12A
LARGO, FL 33771-3520

MERMAID HOLDINGS LLC
12831 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2654

PERSHING ENTERPRISES LLC
19817 GULF BLVD UNIT 608
INDIAN SHORES, FL 33785-2397

JOHN'S PASS PLAZA LLC
10225 ULMERTON RD STE 12A
LARGO, FL 33771-3520

MENNA'S LANDING OWNER'S ASSN INC
9334 SILVERTHORN RD
SEMINOLE, FL 33777-3163

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CRITELLI FAMILY LIVING TRUST
8162 TERRACE GARDEN DR N UNIT 102
ST PETERSBURG, FL 33709-1055

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RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO SEEK AN ATTORNEY GENERAL OPINION REGARDING THE POSITION OF DIRECTOR OF FINANCE/CITY TREASURER; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, in June 2020, the Director of Finance/City Treasurer of the City of Madeira Beach resigned; and

WHEREAS, the City of Madeira Beach entered into a Consultant Agreement with Andrew Laflin for him to provide those services set out in the Consultant Agreement which included the services of the prior Director of Finance/City Treasurer; and

WHEREAS, in October 2020, Mr. Laflin formed the Florida limited liability company of Aclarian, LLC.; and

WHEREAS, in January 2021, the City of Madeira Beach entered into a Consultant Agreement with Aclarian, LLC to perform the services of the Director of Finance/City Treasurer; and

WHEREAS, upon a consensus of the Board of Commissioners at their workshop meeting on October 26, 2022, the City Attorney prepared an Ordinance amending Section 5.5 of the Charter to clarify how the Director of Finance/City Treasurer can be appointed and who can perform those services; and

WHEREAS, the City Attorney prepared Ordinance 2022-33; and

WHEREAS, Ordinance 2022-33 provided for the following charter amendment:

> **Section 5.5 - City Treasurer.**
>
> There shall be a director of finance who in turn shall also be the City Treasurer. The director of finance shall be appointed by the City Manager subject to Board of Commissioner's approval or the Board of Commissioners may delegate to a contractor or firm to perform the services of the director of finance and City Treasurer. The director of finance shall be accounting department head, responsible for personnel and equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the City and related financial accounting and systems operations. The director of finance shall be personally responsible for maintaining current and accurate accounting records of City activities, in accordance with accepted municipal accounting practices and governing city laws. He shall issue monthly financial reports to the Board of Commissioners. All matters concerning the fiscal and financial conditions of the City shall be his responsibility and he shall assist in preparing the annual financial budget, the monthly financial reports, showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures. He

shall be responsible for advising the City Manager and the Board of Commissioners as soon as possible concerning significant deviation. The director of finance shall be personally responsible for adequate safeguards for City assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the City. Adequate safeguards shall include the proper internal control procedures and sufficient insurance concerning any theft, casualty and liability exposure. The director of finance shall be the custodian of all monies of the City and responsible for promptly depositing all receipts in designated bank accounts as well as responsible for prompt payment of current bills and obligations against the City, when approved.

The director of finance shall be properly and sufficiently bonded.

WHEREAS, Ordinance 2022-33 authorized the following question to be placed on the March 14, 2023 municipal election ballot:

Ballot Question
City of Madeira Beach
No. 2 Charter Amendment

Appointment of Director of Finance and City Treasurer and delegation of duties and responsibilities

This charter amendment would amend Section 5.5 of the Charter to provide the Board of Commissioners with the option to delegate to a contractor or firm to perform the services of director of finance and City Treasurer.

Should the Charter be amended?

Yes
No

WHEREAS, the Charter amendment to Section 5.5 failed at the March 14, 2023 election; and

WHEREAS, the Board of Commissioners wishes to obtain an Attorney General Opinion relating to Section 5.5 of the City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THAT:

1. The City Attorney is authorized to seek an Attorney General Opinion on the following questions:

a. Does Section 5.5 of the Charter of the City of Madeira Beach require that the Director of Finance/City Treasurer be an employee of the City?

b. Does the failure of the Charter amendment to Section 5.5 require that the Director of Finance be an employee of the City?

2. This resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF_____, 2023.

_____
James "Jim" Rostek, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

MEMORANDUM

Date: May 24, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS GULF BEACHES LIBRARY BUDGET FY 24

Background

BOC to review and discuss Gulf Beaches Library FY 24 budget.

Discussion:

Gulf Beaches Library Budget:

FY 23	$538,630		
FY 24	**$596,263**	$57,633	10.7% Increase-attributed to increases in salaries, contractual service, travel/training education, utilities, general insurance, grounds and other maintenance, and capital

Revenues are from the 5 member cities/towns (MB, Treasure Island, Redington, Redington Bch, Redington Shores) that in aggregate will contribute: $372,963 (see below calculations). The Pinellas Public Library Cooperative (PPLCP) funding and copy machine fees will add $223,300 in revenue.

Each of the 5 member cities/towns, pays a portion of the budget based on population data, as a percentage of the total 5 member cities/towns' population:

Population Stats:
Madeira Beach 3,850
North Redington Beach 1,470
Redington Beach 1,350
Redington Shores 2,143
Treasure Island 6,548
Total 15,361

Percentages per City/Town:
Madeira Beach: 3,850/15,361 =25%
North Redington Beach: 1,470/15,361 =10%
Redington Beach: 1,350/15,361 = 9%
Redington Shores: 2,143/15,361 = 14%
Treasure Island: 6,548/15,361 = 42%

Fiscal Impact

Final Annual Dollar Amounts Due per City/Town:

Madeira Beach 25% of $372,963 = **$93,240.75**
North Redington Beach 10% of $372,963 = **$37,296.30**
Redington Beach 9% of $372,963 = **$33,566.67**
Redington Shores 14% of $372,963 = **$52,214.82**
Treasure Island 42% of $372,963 = **$156,644.46**

City of Madeira Beach Gulf Beaches Library Contribution:

FY 22	**$76,359**		
FY 23	**$68,034**	**($8,325)**	**10.9% Reduction**
FY 24	**$93,240.75**	**$25,206.75**	**37.1% INC**

Recommendation:

Gulf Beaches Public Library Budget 2023-2024

Township Allocations

Population Stats:

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North Redington Beach 1,470
Redington Beach 1,350
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Treasure Island 6,548
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Calculation:

Expenses Total: $596,263. (From itemized budget sheet)
Minus revenue coming in: $223,300. (PPLC and Copy Machine) is:
$596,263 - $223,300. = $372,963 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Madeira Beach 25% of $372,963 = **$93,240.75**
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Redington Shores 14% of $372,963 = **$52,214.82**
Treasure Island 42% of $372,963 = **$156,644.46**

Totals $372,963.

Gulf Beaches Public Library Budget 2023-2024 (with Comparison)

	Budget 2022-2023	Budget 2023-2024
REVENUES		
COPY MACHINE	$2,265	$3,300
PINELLAS PUB. LIB. CORP.	$220,000	$220,000
EXPENSES		
SALARIES AND WAGES w/ COLA	$284,265	$295,665
FICA	$21,746	$22,856
SEP	$16,194	$16,842
GROUP INSURANCE	$31,765	$31,765
WORKER'S COMPENSATION	$900	$900
SUTA, FUTA	$85	$85
PROFESSIONAL SERVICES	$2,000	$2,000
ACCOUNTING AND AUDITING	$10,825	$10,825
CONTRACTUAL SERVICE	$3,490	$8,825
TBLC – ILL/OCLC	$600	$800
TRAVEL AND TRAINING/EDUCATION	$2,000	$6,000
TELEPHONE AND INTERNET	$16,500	$16,500
POSTAGE	$460	$400
UTILITIES	$3,000	$4,000
ELECTRICITY	$12,000	$12,000
RENTALS AND LEASES	$4,500	$4,500
GENERAL INSURANCE	$24,500	$35,000
BUILDING MAINTENANCE	$8,500	$8,500
GROUNDS MAINTENANCE	$0	$3,000
OTHER MAINTENANCE	$2,000	$3,000
OFFICE SUPPLIES	$4,000	$4,000
DEPARTMENTAL SUPPLIES	$8,000	$8,000
DUES AND SUBSCRIPTIONS	$1,600	$6,600
CAPITAL IMPROVEMENTS	$0	$10,000
LIBRARY BOOKS	$40,000	$35,000
LIBRARY REFERENCE SOURCES	$9,000	$9,000
LIBRARY AUDIOBOOKS	$5,500	$5,500
LIBRARY DVDS	$8,500	$8,500
LIBRARY SUBSCRIPTIONS	$3,700	$5,700
CONTINGENCY	$3,000	$3,000
EBOOKS AND ELECTRONIC CONTENT	$10,000	$15,000
COMMUNITY OUTREACH		$2,500
TOTAL EXPENSES	$538,630	$596,263

Memorandum

Meeting Details: June 14, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Pinellas County for Cooperative Procurements of Disaster Debris Collection & Monitoring and Management Services

---

Background

Pinellas County has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. 200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to contractors. Under the terms of this contract, Contractors will provide debris removal services within geographic Pinellas County, including municipalities therein should the municipalities enter into this agreement and subsequest agreements with the contractos in accordance with municipality anticipated needs.

The intent is for the municipality to receive the benefits of the contractors without exposing the county to any costs or expenses for the services rendered by the contractors for debris monitoring and management services. This agreement is to foster greater economy and efficiency and in accordance with efforts to promote cost effective use of shared services. The term of the agreement is for 5 years starting 2023 and ending 2028.

Fiscal Impact

No immediate fiscal impact unless there is a storm event and cleanup is needed. Fee schedule is attached for each contractor

Recommendation(s)

Staff recommends approval of the Interlocal Agreement Between Pinellas County and Local Governments for The Cooperative Procurements of Disaster Debris Collection & Removal Services and Disaster Debris Monitoring & Management Services within Geographic Pinellas County.

Attachments

- Interlocal Agreement
- AshBritt Agreement & Fee Schedule
- Crowder Gulf Agreement & Fee Schedule
- DRC Agreement & Fee Schedule
- Phillips & Jordan Agreement & Fee Schedule
- Southern Disaster Agreement & Fee Schedule
- TFR Agreement & Fee Schedule
- Disaster Debris C&R 2023-2028

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION & REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 6
FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 7
EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, “cause” shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 9
ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

SECTION 10
APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By:_____
Barry A. Burton
County Administrator

Legal review:

TOWN OF BELLEAIR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By:_____

Print Name:_____

Title:_____

Date:_____

CITY/TOWN

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

EXHIBIT “A.2”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called “CITY/TOWN”, and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called “CONTRACTOR”.

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management (“RFP”) the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto “County Contract”.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the “County” is mentioned in the County Contract, per this Agreement, “County” shall be replaced with “CITY/TOWN.”
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR	CITY/TOWN
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and AshBritt, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

A. **Initial Term -** The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension -** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **$**99,679,850.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.
It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes -** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing -** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.
For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

A. **E-Verify -** The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel -** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

   ii. Contractor breaches Confidential Information Section of this Agreement;

   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or

   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:

   i. the County fails to make timely undisputed payments as described in this Agreement;

   ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to AshBritt, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Matt Gierden

565 E. Hillsboro Blvd.

Deerfield Beach, FL 33441

954.725.6992

matt@ashbritt.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Janet C. Long	By: BPCastillo
Signature	Signature
Janet C. Long	Brittany Perkins Castillo
Print Name	Print Name
Chair	Chief Executive Officer
Title	Title
February 28, 2023.	12/14/2022
Date	Date

ATTEST: KEN BURKE, CLERK
By:

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a result of Contractor's or any sub-contractors' actions or operations during the performance of this contract. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible Municipality.
10. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Exhibit C - Payment Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

<u>Load Tickets</u>

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. “Hand Loading” of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2”) inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2”) at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24”) inches in diameter, as measured twenty-four (24”) inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to “days” within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

AGREEMENT

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. I**NDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.,

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this Contract, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture. Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements with regard to these limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$55.00	$13,200.00
General Management	Hours	$85.00	$5,950.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$360.00	$180,000.00
TOTAL - DEBRIS CLEARANCE			$199,150.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$9.00	$8,100,000.00
16-30 miles vegetative from ROW to DMS	CY	$9.25	$8,325,000.00
31-60 miles vegetative from ROW to DMS	CY	$9.25	$8,325,000.00
60+ miles vegetative from ROW to DMS	CY	$9.75	$8,775,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$33,525,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$4.50	$4,050,000.00
Air Curtain Burning	CY	$2.50	$2,250,000.00
Open Burning	CY	$1.25	$1,125,000.00
Compacting	CY	$3.25	$2,925,000.00
TOTAL – MANAGEMENT and REDUCTION			$10,350,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$9.50	$8,550,000.00
16-30 miles C&D from ROW to DMS	CY	$9.50	$8,550,000.00
31-60 miles C&D from ROW to DMS	CY	$9.50	$8,550,000.00
60+ miles C&D from ROW to DMS	CY	$9.50	$8,550,000.00
TOTAL – C & D COLLECT and HAUL			$34,200,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$3.25	$1,625,000.00
16-30 miles from DMS to Final Disposal	CY	$3.75	$1,875,000.00
31-60 miles from DMS to Final Disposal	CY	$4.50	$2,250,000.00
60+ miles from DMS to Final Disposal	CY	$6.50	$3,250,000.00
Tipping Fees (vegetative)	CY	direct pass through	$0.00

AGREEMENT

Tipping Fees (mix)	CY	direct pass through	$0.00
Tipping Fees (C&D)	CY	direct pass through	$0.00
		TOTAL – FINAL DISPOSAL	$9,000,000.00

TREE OPERATIONS	**UOM**	**Rate**	**Total**
Hazardous trees 6” – 12”	Trees	$115.00	$34,500.00
Hazardous Trees 13” – 24”	Trees	$175.00	$52,500.00
Hazardous Trees 25” – 36”	Trees	$200.00	$60,000.00
Hazardous Trees 37” – 48”	Trees	$250.00	$75,000.00
Hazardous Trees 49” +	Trees	$375.00	$112,500.00
Trees with Hazardous Limbs > 2”	Trees	$90.00	$27,000.00
Hazardous Stumps > 24” – 36”	Stumps	$300.00	$30,000.00
Hazardous Stumps > 37” – 48”	Stumps	$400.00	$30,000.00
Hazardous Stumps > 49”	Stumps	$500.00	$25,000.00
Stump Grinding > 24” – 36”	Stumps	$175.00	$17,500.00
Stump Grinding > 37” – 48”	Stumps	$250.00	$18,750.00
Stump Grinding > 49” +	Stumps	$300.00	$15,000.00
Stump Fill Dirt	CY	$15.00	$1,500.00
		TOTAL – TREE OPERATIONS	$499,250.00

SPECIALTY REMOVAL	**UOM**	**Rate**	**Total**
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$32.00	$3,200,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$17.00	$8,500,000.00
Vehicle Removal	Units	$75.00	$750.00
Vessel Removal (from land)	LF	$95.00	$1,900.00
Vessel Removal (marine)	LF	$195.00	$7,800.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$5.00	$1,000.00
ROW White Goods Removal	Units	$55.00	$82,500.00
Freon Management	Units	$45.00	$22,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$10.00	$20,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$25.00	$0.00
Household Hazardous Waste (HHW)	Pounds	$14.00	$70,000.00
		TOTAL – SPECIALTY REMOVAL	$11,906,450.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$199,150.00
Vegetative Collect & Haul	$33,525,000.00
Management and Reduction	$10,350,000.00
C & D Collect & Haul	$34,200,000.00
Final Disposal	$9,000,000.00
Tree Operations	$499,250.00
Specialty Removal	$11,906,450.00

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT *F*

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]**:** The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

By: _____

Brittany Perkins Castillo, CEO

Date: 08/19/2022

AshBritt has no lobbying activities to disclose

Exhibit G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: *Name *Street 1 *Street 2 *City *State *Zip **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Brittany Perkins Castillo

Print Name: Brittany Perkins Castillo

Title: Chief Executive Officer

Telephone No.: (954) 725-6992 Date: 08/18/2022

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   a. In the performance of this contract, the Contractor shall make maximumuse of products containing recovered materials that are EPA-designateditems 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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contrac and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any othe party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

By: BPCastillo
Brittany Perkins Castillo, CEO

Date: 08/19/2022

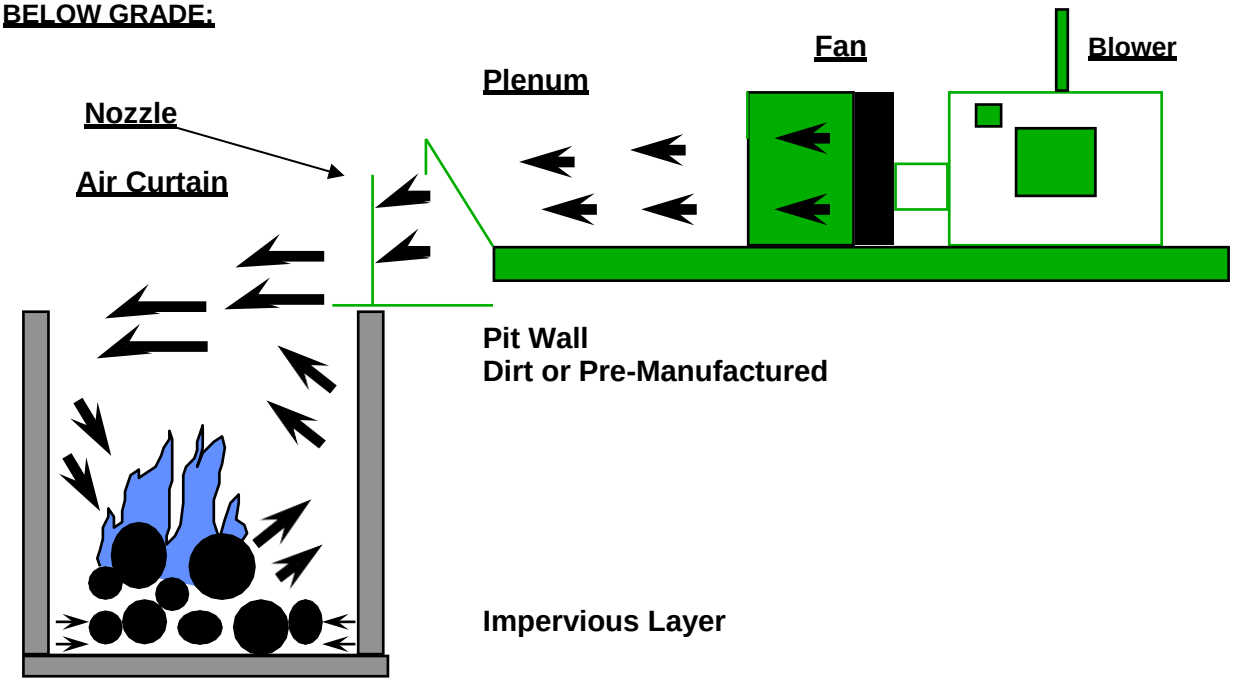
ATTACHMENT A - STUMP CONVERSION TABLE

Stump Diameter (inches)	Debris Volume (Cubic Yards)		Stump Diameter (inches)	Debris Volume (Cubic Yards)
[redacted]	[redacted]		46	15.2
[redacted]	[redacted]		47	15.8
[redacted]	[redacted]		48	16.5
[redacted]	[redacted]		49	17.2
[redacted]	[redacted]		50	17.9
[redacted]	[redacted]		51	18.6
[redacted]	[redacted]		52	19.4
[redacted]	[redacted]		53	20.1
[redacted]	[redacted]		54	20.9
[redacted]	[redacted]		55	21.7
[redacted]	[redacted]		56	22.5
[redacted]	[redacted]		57	23.3
[redacted]	[redacted]		58	24.1
[redacted]	[redacted]		59	24.9
[redacted]	[redacted]		60	25.8
[redacted]	[redacted]		61	26.7
[redacted]	[redacted]		62	27.6
[redacted]	[redacted]		63	28.4
24	4.1		64	29.4
25	4.5		65	30.3
26	4.8		66	31.2
27	5.2		67	32.2
28	5.6		68	33.1
29	6.0		69	34.1
30	6.5		70	35.1
31	6.9		71	36.1
32	7.3		72	37.2
33	7.8		73	38.2
34	8.3		74	39.2
35	8.8		75	40.3
36	9.3		76	41.4
37	9.8		77	42.5
38	10.3		78	43.6
39	10.9		79	44.7
40	11.5		80	45.9
41	12.0		84	47.0
42	12.6		82	48.2
43	13.3		83	49.4
44	13.9		84	50.6
45	14.5		85	51.8

NOTE:
The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE

BELOW GRADE:

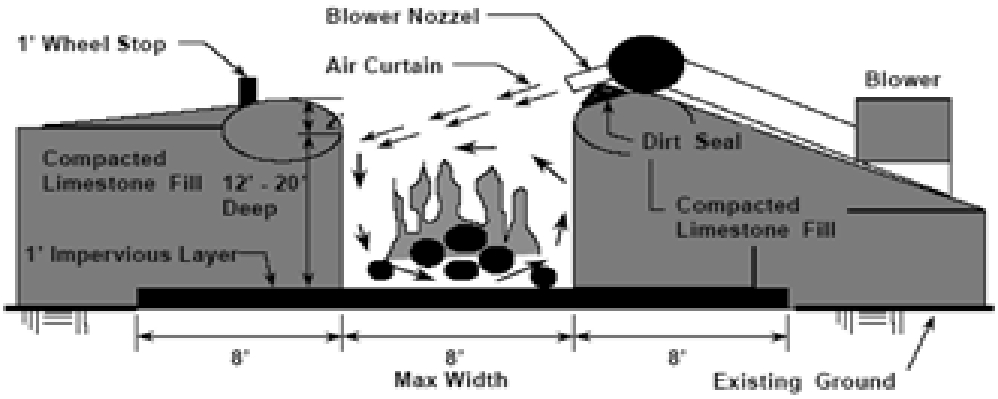


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

ABOVE GRADE:



ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND DISPOSAL SITES AND COUNTY JURISDICTIONAL BOUNDARIES

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor shall confirm the location of these sites with the DM prior to initiating collection work.

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)

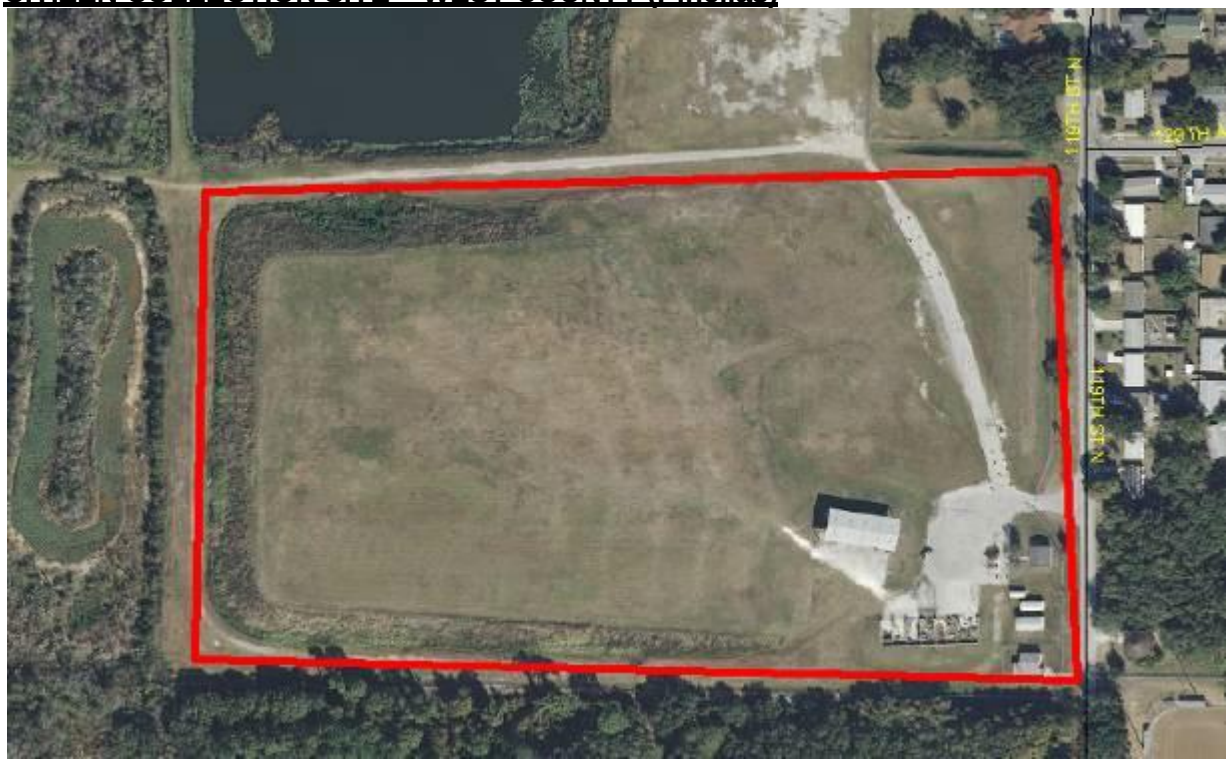
DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

DEBRIS MANAGEMENT SITE – Ulmerton and 119th Street (COOP)

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)



Owner: Pinellas County
Attn. COOP Extension
315 Court Street
Clearwater, FL 33756-5165

(35 Acres), (34' Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119th Street N. near the City of Largo, in Pinellas County.

GPS: 27°53'20.50"N
82°48'20.96"W

This site would be used as a citizen drop off for **vegetative debris only** resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

Owner: Pinellas County
315 Court Street
Clearwater, FL 33756-5165

(241 Acres), (8’ Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N
82°39'34.89"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris**.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

Owner: Pinellas Board of Public Instruction
PO Box 2942
Largo, FL 33779-2942

(43 Acres), (23’ Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N
82°41'37.62"W

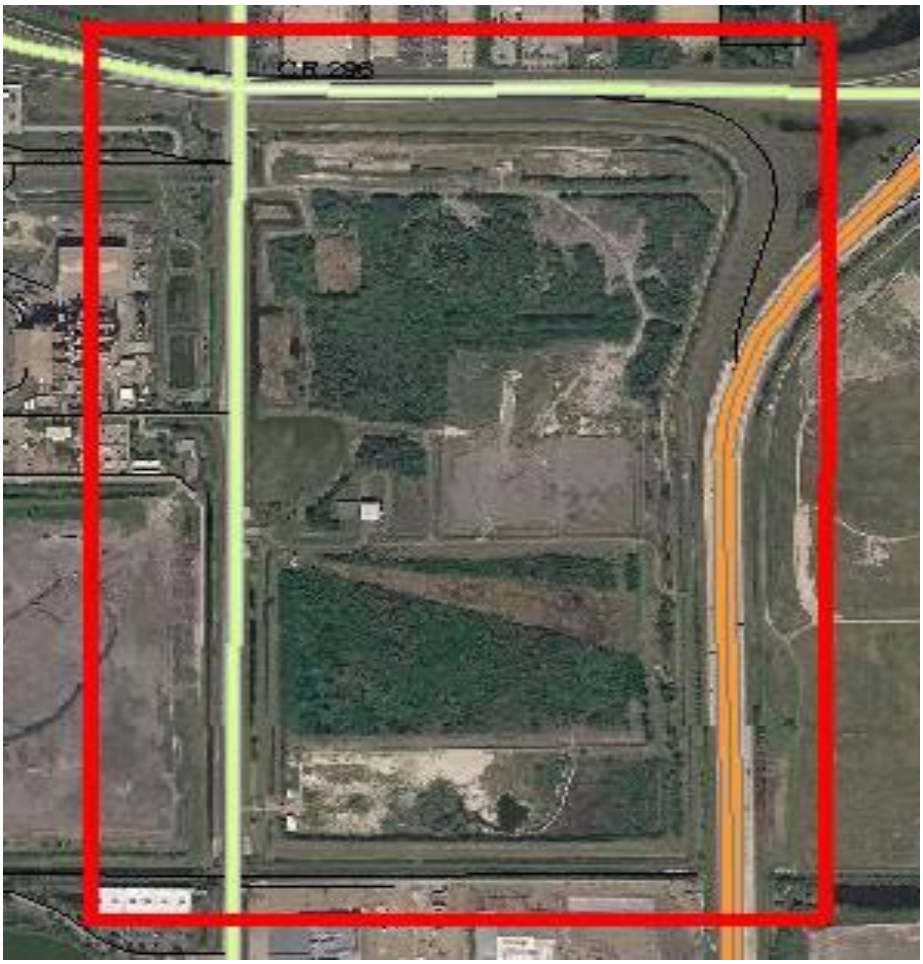
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)



Owner Pinellas County Solid Waste
3095 114th Avenue North
Largo, FL 33779-2942

(182 Acres), (8’ Elevation)

Site Address: 10901 28th Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

AshBritt, Inc.

ADDENDUM NO. 1 SECTION F – FEE SUBMITTAL

RFP No.: 22-0617-P(AJM)

Title: Disaster Debris Collection & Removal Services

The following is a listing of costs for technical services and/or tasks to be provided by Contractor to the County upon issuance of a Task Order. Costs denoted by an hourly dollar amount represent an **hourly rate (Hours)** for personnel and/or equipment services. Costs denoted by a unit price denote the cost per **cubic yard (CY)** or cost per **ton (TN)** to provide the appropriate services of debris removal.

The Contractor shall invoice for each cubic yard of debris hauled per the Contractor's proposal.

MOBILIZATION	Lump Sum Total

DEBRIS CLEARANCE	Estimated Total	UOM	Rate	Total
Additional General Labor	240	Hours	$55.00	$13,200.00
General Management	70	Hours	$85.00	$5,950.00
1 Wheel Loader with operator, 2.5cy 2.Foreman with support vehicle and small equipment 3.Laborer with chainsaw 4.Laborers with small tools (2)	500	Hours	$360.00	$0.00
		TOTAL - DEBRIS CLEARANCE		$19,150.00

VEGETATIVE COLLECT AND HAUL	Estimated Total	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000	CY	$9.00	$8,100,000.00
16-30 miles vegetative from ROW to DMS	900,000	CY	$9.25	$8,325,000.00
31-60 miles vegetative from ROW to DMS	900,000	CY	$9.25	$8,325,000.00
60+ miles vegetative from ROW to DMS	900,000	CY	$9.75	$8,775,000.00
			TOTAL - VEGETATIVE COLLECT an HAUL	$33,525,000.00

MANAGEMENT AND REDUCTION	Estimated Total	UOM	Rate	Total
Grinding	900,000	CY	$4.50	$4,050,000.00
Air Curtain Burning	900,000	CY	$2.50	$2,250,000.00
Open Burning	900,000	CY	$1.25	$1,125,000.00
Compacting	900,000	CY	$3.25	$2,925,000.00
			TOTAL – MANAGEMENT and REDUCTION	$10,350,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	900,000	CY	$9.50	$8,550,000.00
16-30 miles C&D from ROW to DMS	900,000	CY	$9.50	$8,550,000.00
31-60 miles C&D from ROW to DMS	900,000	CY	$9.50	$8,550,000.00
60+ miles C&D from ROW to DMS	900,000	CY	$9.50	$8,550,000.00
			TOTAL – C & D COLLECT and HAUL	$34,200,000.00

FINAL DISPOSAL	Estimated Total	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	500,000	CY	$3.25	$1,625,000.00
16-30 miles from DMS to Final Disposal	500,000	CY	$3.75	$1,875,000.00
31-60 miles from DMS to Final Disposal	500,000	CY	$4.50	$2,250,000.00
60+ miles from DMS to Final Disposal	500,000	CY	$6.50	$3,250,000.00
Tipping Fees (vegetative)	500,000	CY	direct pass through	$0.00
Tipping Fees (mix)	500,000	CY	direct pass through	$0.00
Tipping Fees (C&D)	500,000	CY	direct pass through	$0.00
			TOTAL – FINAL DISPOSAL	$9,000,000.00

TREE OPERATIONS	Estimated Total	UOM	Rate	
Hazardous trees 6” – 12”	300	Trees	$115.00	$34,500.00
Hazardous Trees 13” – 24”	300	Trees	$175.00	$52,500.00
Hazardous Trees 25” – 36”	300	Trees	$200.00	$60,000.00
Hazardous Trees 37” – 48”	300	Trees	$250.00	$75,000.00
Hazardous Trees 49”+	300	Trees	$375.00	$112,500.00
Trees with Hazardous Limbs > 2”	300	Trees	$90.00	$27,000.00
Hazardous Stumps > 24” – 36”	100	Stumps	$300.00	$30,000.00
Hazardous Stumps > 37” – 48”	75	Stumps	$400.00	$30,000.00
Hazardous Stumps > 49”	50	Stumps	$500.00	$25,000.00
Stump Grinding > 24” – 36”	100	Stumps	$175.00	$17,500.00
Stump Grinding > 37” – 48”	75	Stumps	$250.00	$18,750.00
Stump Grinding > 49” +	50	Stumps	$300.00	$15,000.00
Stump Fill Dirt	100	CY	$15.00	$1,500.00
			TOTAL – TREE OPERATIONS	$499,250.00

SPECIALTY REMOVAL	Estimated Total	UOM	Rate	Total
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000	CY	$32.00	$3,200,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000	CY	$17.00	$8,500,000.00
Vehicle Removal	10	Units	$75.00	$750.00
Vessel Removal (from land)	20	LF	$95.00	$1,900.00
Vessel Removal (marine)	40	LF	$195.00	$7,800.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200	Pounds	$5.00	$1,000.00
ROW White Goods Removal	1500	Units	$55.00	$82,500.00
Freon Management	500	Units	$45.00	$22,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000	Pounds	$10.00	$20,000.00
Biowaste (waste capable of causing infection to humans animalwaste,humanblood, pathological waste)	5000	Pounds	$25.00	$0.00
Household Hazardous Waste (HHW)	5000	Pounds	$14.00	$70,000.00
			TOTAL – SPECIALTY REMOVAL	$11,906,450.00

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$19,150.00
Vegetative Collect & Haul	$33,525,000.00
Management and Reduction	$10,350,000.00
C & D Collect & Haul	$34,200,000.00
Final Disposal	$9,000,000.00
Tree Operations	$499,250.00
Specialty Removal	$11,906,450.00

* $99,499,850.00

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and CrowderGulf Joint Venture, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

A. **Initial Term -** The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension -** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **$**90,244,320.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.
It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes -** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing -** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.
For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

A. **E-Verify -** The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel -** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

AGREEMENT

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

   ii. Contractor breaches Confidential Information Section of this Agreement;

   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or

   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:

   i. the County fails to make timely undisputed payments as described in this Agreement;

   ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to CrowderGulf Joint Venture, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

AGREEMENT

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Ashley Ramsay-Naile

5629 Commerce Blvd. E.

Mobile, AL 36619

800.992.6207

jramsay@crowdergulf.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Janet C. Long
Signature

Janet C. Long
Print Name

Chair
Title

February 28, 2023
Date

CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile
Signature

Ashley Ramsay-Naile
Print Name

President
Title

12-12-22
Date

ATTEST: KEN BURKE, CLERK
By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PINELLAS COUNTY, FLORIDA SEAL

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a
10. result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
11. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible
12. Municipality.
13. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

<u>Load Tickets</u>

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. “Hand Loading” of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2”) inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2”) at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24”) inches in diameter, as measured twenty-four (24”) inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to “days” within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. I**NDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.,

AGREEMENT

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$28.00	$6,720.00
General Management	Hours	$60.00	$4,200.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$340.00	$170,000.00
TOTAL - DEBRIS CLEARANCE			$180,920.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$8.25	$7,425,000.00
16-30 miles vegetative from ROW to DMS	CY	$8.30	$7,470,000.00
31-60 miles vegetative from ROW to DMS	CY	$8.35	$7,515,000.00
60+ miles vegetative from ROW to DMS	CY	$8.40	$7,560,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$29,970,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$3.95	$3,555,000.00
Air Curtain Burning	CY	$1.60	$1,440,000.00
Open Burning	CY	$.90	$810,000.00
Compacting	CY	$2.75	$2,475,000.00
TOTAL – MANAGEMENT and REDUCTION			$8,280,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$8.25	$7,425,000.00
16-30 miles C&D from ROW to DMS	CY	$8.30	$7,470,000.00
31-60 miles C&D from ROW to DMS	CY	$8.35	$7,515,000.00
60+ miles C&D from ROW to DMS	CY	$8.40	$7,560,000.00
TOTAL – C & D COLLECT and HAUL			$29,970,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$3.25	$1,625,000.00
16-30 miles from DMS to Final Disposal	CY	$4.60	$2,300,000.00
31-60 miles from DMS to Final Disposal	CY	$5.60	$2,800,000.00
60+ miles from DMS to Final Disposal	CY	$6.50	$3,250,000.00
Tipping Fees (vegetative)	CY	direct pass through	$0.00

AGREEMENT

Tipping Fees (mix)	CY	direct pass through	$0.00
Tipping Fees (C&D)	CY	direct pass through	$0.00
		TOTAL – FINAL DISPOSAL	$9,975,000.00

TREE OPERATIONS	**UOM**	**Rate**	**Total**
Hazardous trees 6” – 12”	Trees	$65.00	$19,500.00
Hazardous Trees 13” – 24”	Trees	$125.00	$37,500.00
Hazardous Trees 25” – 36”	Trees	$195.00	$58,500.00
Hazardous Trees 37” – 48”	Trees	$240.00	$72,000.00
Hazardous Trees 49” +	Trees	$325.00	$97,500.00
Trees with Hazardous Limbs > 2”	Trees	$125.00	$37,500.00
Hazardous Stumps > 24” – 36”	Stumps	$175.00	$17,500.00
Hazardous Stumps > 37” – 48”	Stumps	$285.00	$21,375.00
Hazardous Stumps > 49”	Stumps	$385.00	$19,250.00
Stump Grinding > 24” – 36”	Stumps	$250.00	$25,000.00
Stump Grinding > 37” – 48”	Stumps	$325.00	$24,375.00
Stump Grinding > 49” +	Stumps	$400.00	$20,000.00
Stump Fill Dirt	CY	$18.00	$1,800.00
		TOTAL – TREE OPERATIONS	$451,800.00

SPECIALTY REMOVAL	**UOM**	**Rate**	**Total**
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$40.00	$4,000,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$14.50	$7,250,000.00
Vehicle Removal	Units	$200.00	$2,000.00
Vessel Removal (from land)	LF	$115.00	$2,300.00
Vessel Removal (marine)	LF	$350.00	$14,000.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$1.50	$300.00
ROW White Goods Removal	Units	$45.00	$67,500.00
Freon Management	Units	$35.00	$17,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$9.00	$18,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$4.00	$0.00
Household Hazardous Waste (HHW)	Pounds	$9.00	$45,000.00
		TOTAL – SPECIALTY REMOVAL	$11,416,600.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$180,920.00
Vegetative Collect & Haul	$29,970,000.00
Management and Reduction	$8,280,000.00
C & D Collect & Haul	$29,970,000.00
Final Disposal	$9,975,000.00
Tree Operations	$451,800.00
Specialty Removal	$11,416,600.00

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT_F___
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Ashley Ramsay-Haile

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]**:** The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Ashley Ramsay-Vaile

EXHIBIT C

DISCLOSURE OF LOBBYING ACTIVITIES

Approv
0348-

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[a] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[a] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:

[X] **Prime** [ ] **Subawardee**

Tier _____, *if known*:

*Name Crowder Gulf Joint Venture
*Street 1 5829 Commerce Blvd E.
*Street 2
*City Mobile *State AL
*Zip 36619

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Ashley Ramsay-Naile
Print Name: Ashley Ramsay-Naile
Title: President
Telephone No.: 800 992 6201 Date: 8-19-22

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Crowder Gulf nor its officers have any lobbying activities to disclose at this time.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

Ashley Ramsay-Haile

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. 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.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contrac and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any othe party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

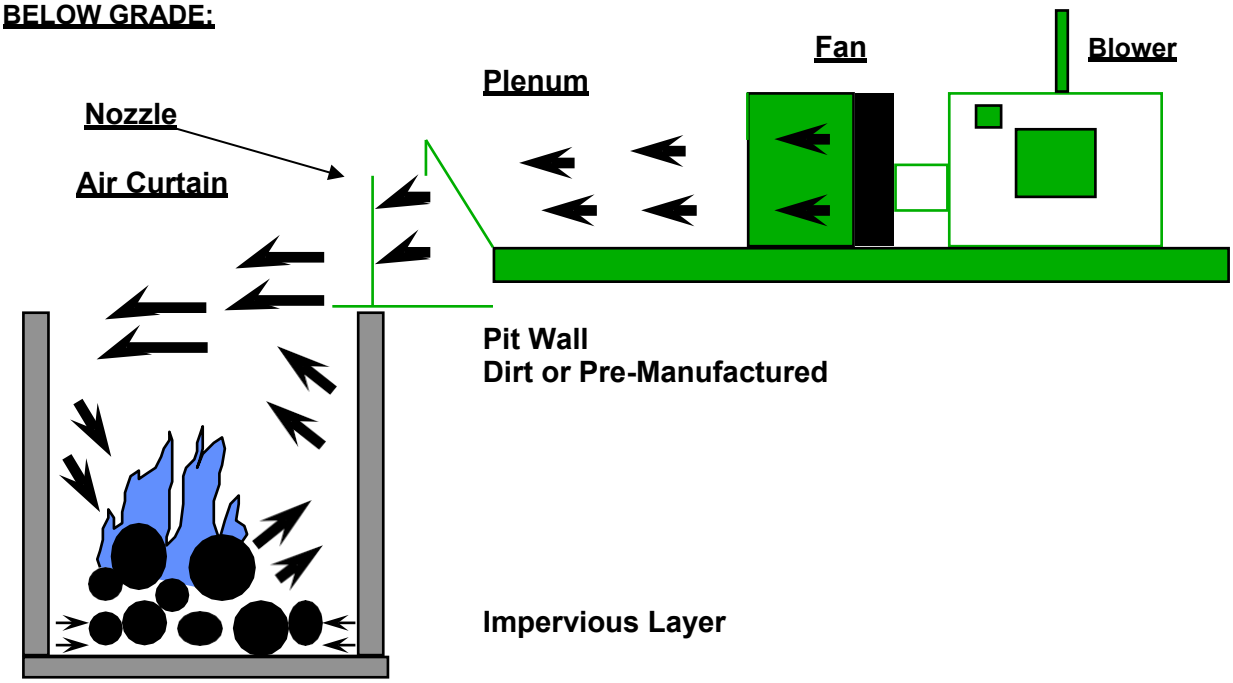
ATTACHMENT A - STUMP CONVERSION TABLE

Stump Diameter (inches)	Debris Volume (Cubic Yards)		Stump Diameter (inches)	Debris Volume (Cubic Yards)
[redacted]	[redacted]		46	15.2
[redacted]	[redacted]		47	15.8
[redacted]	[redacted]		48	16.5
[redacted]	[redacted]		49	17.2
[redacted]	[redacted]		50	17.9
[redacted]	[redacted]		51	18.6
[redacted]	[redacted]		52	19.4
[redacted]	[redacted]		53	20.1
[redacted]	[redacted]		54	20.9
[redacted]	[redacted]		55	21.7
[redacted]	[redacted]		56	22.5
[redacted]	[redacted]		57	23.3
[redacted]	[redacted]		58	24.1
[redacted]	[redacted]		59	24.9
[redacted]	[redacted]		60	25.8
[redacted]	[redacted]		61	26.7
[redacted]	[redacted]		62	27.6
[redacted]	[redacted]		63	28.4
24	4.1		64	29.4
25	4.5		65	30.3
26	4.8		66	31.2
27	5.2		67	32.2
28	5.6		68	33.1
29	6.0		69	34.1
30	6.5		70	35.1
31	6.9		71	36.1
32	7.3		72	37.2
33	7.8		73	38.2
34	8.3		74	39.2
35	8.8		75	40.3
36	9.3		76	41.4
37	9.8		77	42.5
38	10.3		78	43.6
39	10.9		79	44.7
40	11.5		80	45.9
41	12.0		84	47.0
42	12.6		82	48.2
43	13.3		83	49.4
44	13.9		84	50.6
45	14.5		85	51.8

NOTE:
The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE

BELOW GRADE:

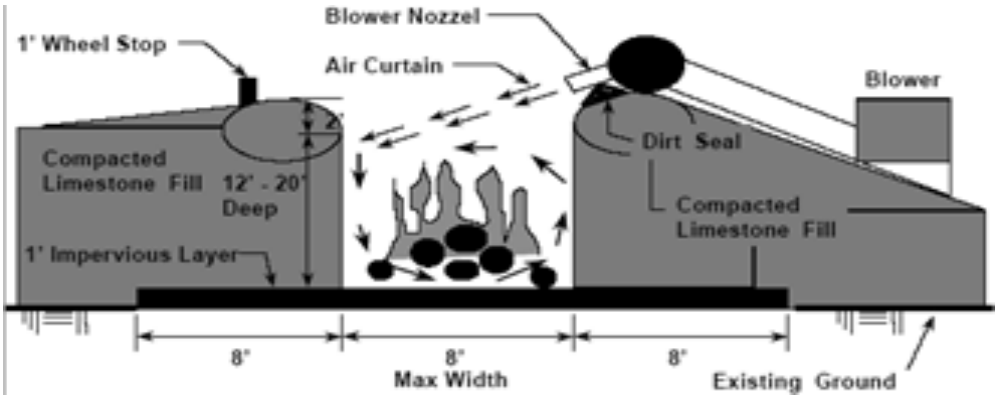


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

ABOVE GRADE:



ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND DISPOSAL SITES AND COUNTY JURISDICTIONAL BOUNDARIES

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor shall confirm the location of these sites with the DM prior to initiating collection work.

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)

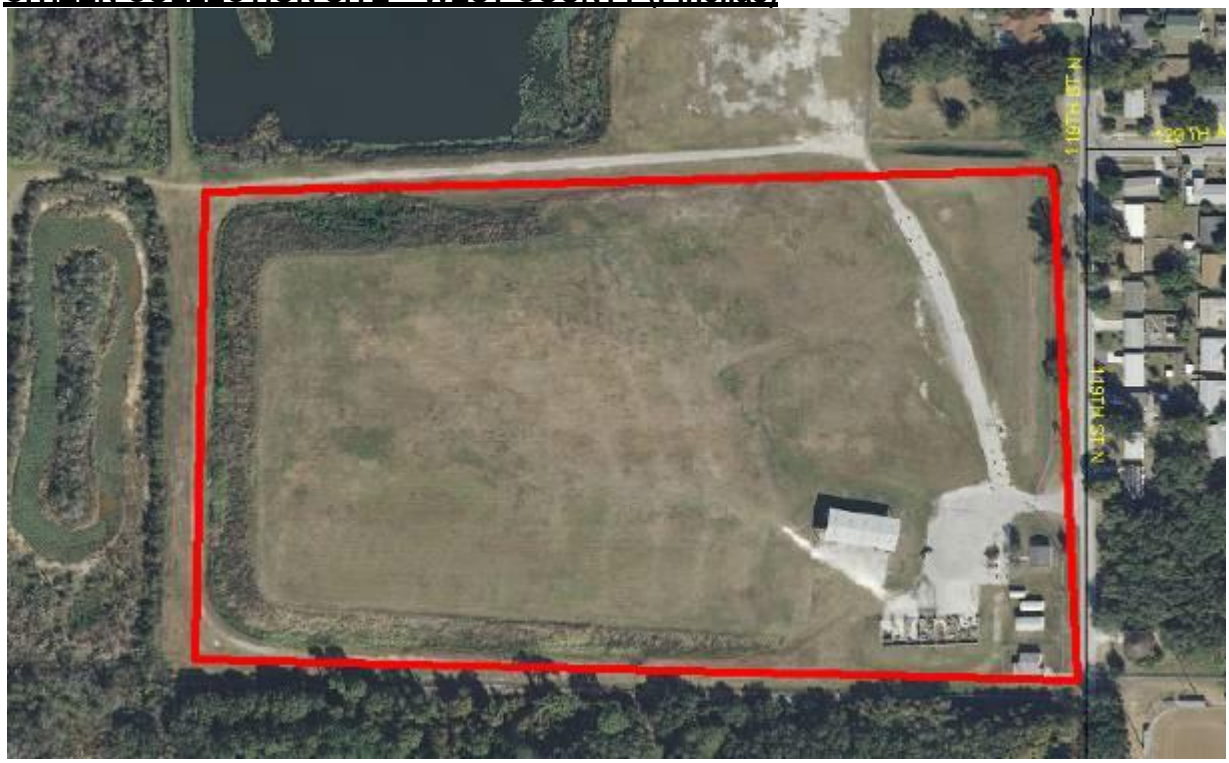
DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

DEBRIS MANAGEMENT SITE – Ulmerton and 119th Street (COOP)

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)



Owner: Pinellas County
Attn. COOP Extension
315 Court Street
Clearwater, FL 33756-5165

(35 Acres), (34' Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119th Street N. near the City of Largo, in Pinellas County.

GPS: 27°53'20.50"N
82°48'20.96"W

This site would be used as a citizen drop off for **vegetative debris only** resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

Owner: Pinellas County
315 Court Street
Clearwater, FL 33756-5165

(241 Acres), (8’ Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N
82°39'34.89"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris**.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

Owner: Pinellas Board of Public Instruction
PO Box 2942
Largo, FL 33779-2942

(43 Acres), (23' Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N
82°41'37.62"W

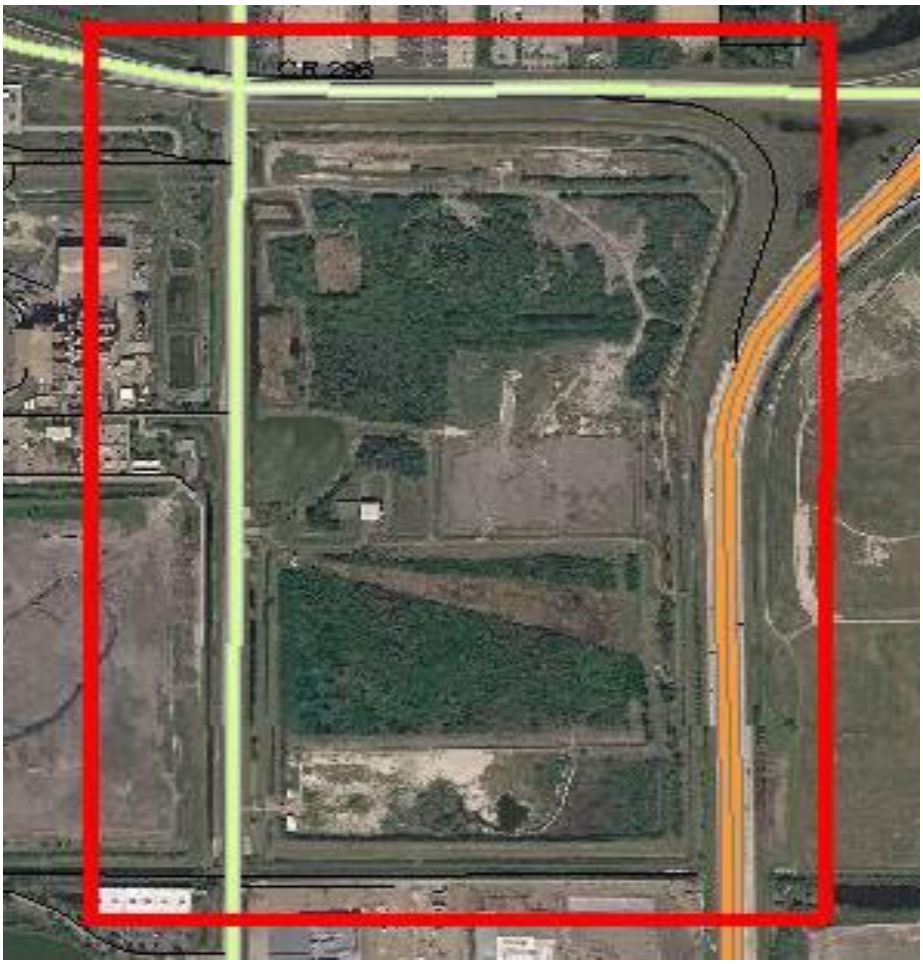
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)



Owner Pinellas County Solid Waste
3095 114th Avenue North
Largo, FL 33779-2942

(182 Acres), (8' Elevation)

Site Address: 10901 28th Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of **February 28, 2023** (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and DRC Emergency Services, LLC. ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

   A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

   B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

   C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

   D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

   E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Execution of Agreement**

   The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. **Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. **Services**

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. **Term of Agreement**

A. **Initial Term -** The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension** - The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. **Compensation and Method of Payment**

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

AGREEMENT

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of $94,159,925.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes -** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing -** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

A. **E-Verify -** The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel -** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

AGREEMENT

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. **Termination**

A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

ii. Contractor breaches Confidential Information Section of this Agreement;

iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or

iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor**

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
   i. the County fails to make timely undisputed payments as described in this Agreement;
   ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT

C. **Termination for Convenience**
   1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. **Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. **Confidential Information and Public Records**

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

AGREEMENT

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to DRC Emergency Services, LLC. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

AGREEMENT

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Kristy Fuentes

PO Box 17017

Galveston, TX 77552

888.721.4372

kfuentes@drcusa.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: _____
Signature

Janet C. Long
Print Name

Chair
Title

February 28, 2023.
Date

By: _____
Signature

Kristy Fuentes
Print Name

Vice President, Secretary, Treasurer
Title

1/5/2023
Date

ATTEST: KEN BURKE, CLERK

By: _____

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

AGREEMENT

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a
10. result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
11. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible
12. Municipality.
13. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

Load Tickets

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

AGREEMENT

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

AGREEMENT

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

AGREEMENT

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to "days" within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

AGREEMENT

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. **INDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.,

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

AGREEMENT

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$40.00	$9,600.00
General Management	Hours	$50.00	$3,500.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$325.00	$162,500.00
TOTAL - DEBRIS CLEARANCE			$175,600.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$7.68	$6,912,000.00
16-30 miles vegetative from ROW to DMS	CY	$7.68	$6,912,000.00
31-60 miles vegetative from ROW to DMS	CY	$7.68	$6,912,000.00
60+ miles vegetative from ROW to DMS	CY	$7.68	$6,912,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$27,648,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$3.24	$2,916,000.00
Air Curtain Burning	CY	$1.82	$1,638,000.00
Open Burning	CY	$1.62	$1,458,000.00
Compacting	CY	$1.62	$1,458,000.00
TOTAL – MANAGEMENT and REDUCTION			$7,470,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$7.68	$6,912,000.00
16-30 miles C&D from ROW to DMS	CY	$7.68	$6,912,000.00
31-60 miles C&D from ROW to DMS	CY	$7.68	$6,912,000.00
60+ miles C&D from ROW to DMS	CY	$7.68	$6,912,000.00
TOTAL – C & D COLLECT and HAUL			$27,648,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$3.44	$1,720,000.00
16-30 miles from DMS to Final Disposal	CY	$3.84	$1,920,000.00
31-60 miles from DMS to Final Disposal	CY	$4.22	$2,110,000.00
60+ miles from DMS to Final Disposal	CY	$4.22	$2,110,000.00
Tipping Fees (vegetative)	CY	5.96	$2,980,000.00
Tipping Fees (mix)	CY	7.46	$3,730,000.00

AGREEMENT

Tipping Fees (C&D)	CY	9.94	$4,970,000.00
		TOTAL – FINAL DISPOSAL	$19,540,000.00

TREE OPERATIONS	UOM	Rate	Total
Hazardous trees 6" – 12"	Trees	$45.00	$13,500.00
Hazardous Trees 13" – 24"	Trees	$90.00	$27,000.00
Hazardous Trees 25" – 36"	Trees	$140.00	$42,000.00
Hazardous Trees 37" – 48"	Trees	$225.00	$67,500.00
Hazardous Trees 49" +	Trees	$340.00	$102,000.00
Trees with Hazardous Limbs > 2"	Trees	$92.50	$27,750.00
Hazardous Stumps > 24" – 36"	Stumps	$190.00	$19,000.00
Hazardous Stumps > 37" – 48"	Stumps	$290.00	$21,750.00
Hazardous Stumps > 49"	Stumps	$350.00	$17,500.00
Stump Grinding > 24" – 36"	Stumps	$225.00	$22,500.00
Stump Grinding > 37" – 48"	Stumps	$325.00	$24,375.00
Stump Grinding > 49" +	Stumps	$385.00	$19,250.00
Stump Fill Dirt	CY	$.10	$10.00
		TOTAL – TREE OPERATIONS	$404,135.00

SPECIALTY REMOVAL	UOM	Rate	Total
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$38.50	$3,850,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$14.42	$7,210,000.00
Vehicle Removal	Units	$250.00	$2,500.00
Vessel Removal (from land)	LF	$75.00	$1,500.00
Vessel Removal (marine)	LF	$180.00	$7,200.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$4.95	$990.00
ROW White Goods Removal	Units	$40.00	$60,000.00
Freon Management	Units	$35.00	$17,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$20.00	$40,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$12.95	$64,750.00
Household Hazardous Waste (HHW)	Pounds	$3.95	$19,750.00
		TOTAL – SPECIALTY REMOVAL	$11,274,190.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$175,600.00
Vegetative Collect & Haul	$27,648,000.00
Management and Reduction	$7,470,000.00
C & D Collect & Haul	$27,648,000.00
Final Disposal	$19,540,000.00
Tree Operations	$404,135.00
Specialty Removal	$11,274,190.00

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT *F*
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Exhibit G

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: *Name *Street 1 *Street 2 *City *State *Zip **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Kristi Fuentes
Title: Vice President/Secretary/Treasurer
Telephone No.: (808) 721-4912 Date: 3/23/22

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   a. In the performance of this contract, the Contractor shall make maximumuse of products containing recovered materials that are EPA-designateditems 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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **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.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

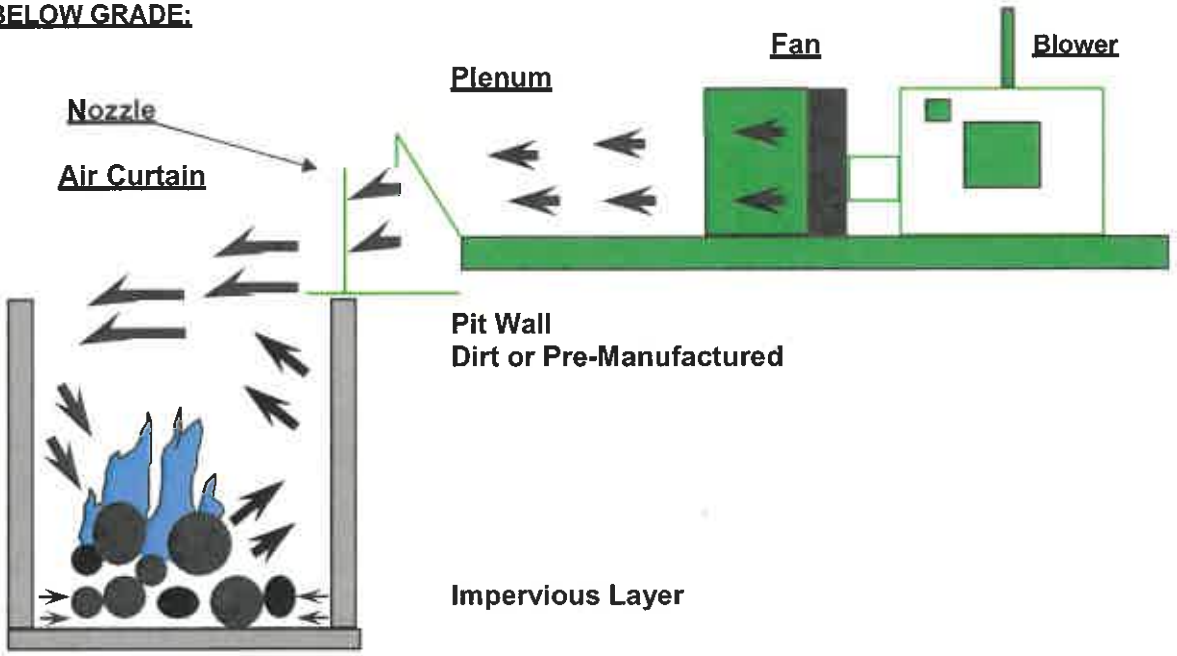
ATTACHMENT A - STUMP CONVERSION TABLE

Stump Diameter (inches)	Debris Volume (Cubic Yards)		Stump Diameter (inches)	Debris Volume (Cubic Yards)
[redacted]	[redacted]		46	15.2
			47	15.8
			48	16.5
			49	17.2
			50	17.9
			51	18.6
			52	19.4
			53	20.1
			54	20.9
			55	21.7
			56	22.5
			57	23.3
			58	24.1
			59	24.9
			60	25.8
			61	26.7
			62	27.6
			63	28.4
24	4.1		64	29.4
25	4.5		65	30.3
26	4.8		66	31.2
27	5.2		67	32.2
28	5.6		68	33.1
29	6.0		69	34.1
30	6.5		70	35.1
31	6.9		71	36.1
32	7.3		72	37.2
33	7.8		73	38.2
34	8.3		74	39.2
35	8.8		75	40.3
36	9.3		76	41.4
37	9.8		77	42.5
38	10.3		78	43.6
39	10.9		79	44.7
40	11.5		80	45.9
41	12.0		84	47.0
42	12.6		82	48.2
43	13.3		83	49.4
44	13.9		84	50.6
45	14.5		85	51.8

NOTE:
The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE

BELOW GRADE:

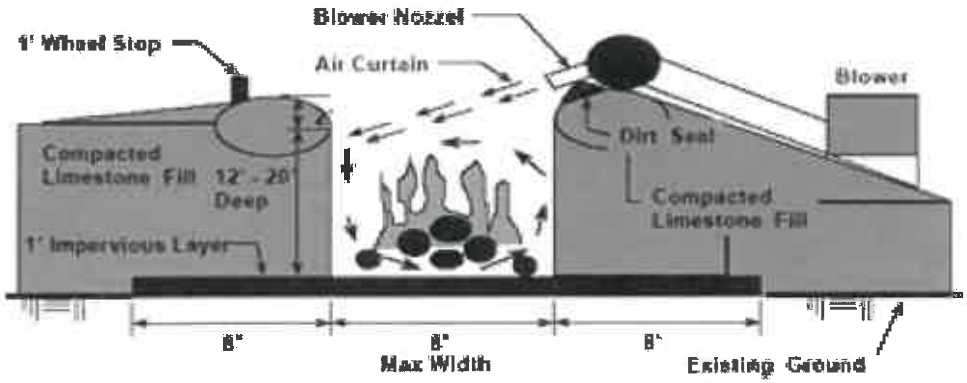


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

ABOVE GRADE:



ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND DISPOSAL SITES AND COUNTY JURISDICTIONAL BOUNDARIES

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor shall confirm the location of these sites with the DM prior to initiating collection work.

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

DEBRIS MANAGEMENT SITE – Ulmerton and 119th Street (COOP)

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

Owner: Pinellas County
Attn. COOP Extension
315 Court Street
Clearwater, FL 33756-5165

(35 Acres), (34' Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119th Street N. near the City of Largo, in Pinellas County.

GPS: 27°53'20.50"N
82°48'20.96"W

This site would be used as a citizen drop off for **vegetative debris only** resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

Owner: Pinellas County
315 Court Street
Clearwater, FL 33756-5165

(241 Acres), (8' Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N
82°39'34.89"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris**.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

Owner: Pinellas Board of Public Instruction
PO Box 2942
Largo, FL 33779-2942

(43 Acres), (23' Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N
82°41'37.62"W

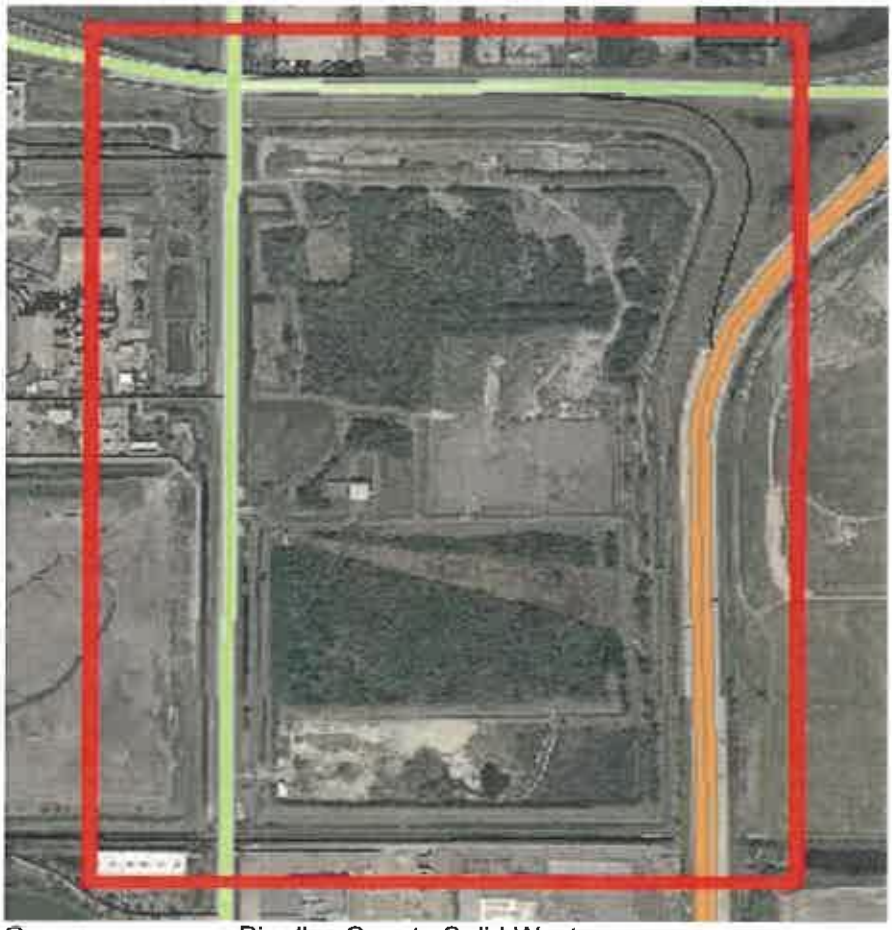
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)



Owner Pinellas County Solid Waste
3095 114th Avenue North
Largo, FL 33779-2942

(182 Acres), (8' Elevation)

Site Address: 10901 28th Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Phillips & Jordan, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

A. **Initial Term -** The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension -** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

AGREEMENT

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **$**89,097,550.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.
It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes -** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing -** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.
For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

A. **E-Verify -** The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel -** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
   ii. Contractor breaches Confidential Information Section of this Agreement;
   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
   i. the County fails to make timely undisputed payments as described in this Agreement;
   ii. the County breaches Confidential Information Section of this Agreement; or **the County fails to perform any of the other material provisions of this Agreement.**
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Phillips & Jordan, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

AGREEMENT

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Morgan Pierce

10142 Parkside Dr., Ste. 500

Knoxville, TN 37922

856.688.8342

mpierce@pandj.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Janet C. Long	By: DocuSigned by: Morgan Pierce 2E2CED33513C4D1...
Signature	Signature
Janet C. Long	Morgan Pierce
Print Name	Print Name
Chair	President, Power
Title	Title
February 28, 2023.	1/27/2023
Date	Date

ATTEST: KEN BURKE, CLERK
By:

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a
10. result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
11. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible
12. Municipality.
13. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

<u>Load Tickets</u>

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to "days" within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

AGREEMENT

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. I**NDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.,

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$45.00	$10,800.00
General Management	Hours	$75.00	$5,250.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$425.00	$212,500.00
TOTAL - DEBRIS CLEARANCE			$228,550.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$8.25	$7,425,000.00
16-30 miles vegetative from ROW to DMS	CY	$8.50	$7,650,000.00
31-60 miles vegetative from ROW to DMS	CY	$8.75	$7,875,000.00
60+ miles vegetative from ROW to DMS	CY	$9.75	$8,775,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$31,725,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$3.50	$3,150,000.00
Air Curtain Burning	CY	$2.25	$2,025,000.00
Open Burning	CY	$1.50	$1,350,000.00
Compacting	CY	$1.00	$900,000.00
TOTAL – MANAGEMENT and REDUCTION			$7,425,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$8.25	$7,425,000.00
16-30 miles C&D from ROW to DMS	CY	$8.50	$7,650,000.00
31-60 miles C&D from ROW to DMS	CY	$8.75	$7,875,000.00
60+ miles C&D from ROW to DMS	CY	$9.75	$8,775,000.00
TOTAL – C & D COLLECT and HAUL			$31,725,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$3.25	$1,625,000.00
16-30 miles from DMS to Final Disposal	CY	$4.00	$2,000,000.00
31-60 miles from DMS to Final Disposal	CY	$4.50	$2,250,000.00
60+ miles from DMS to Final Disposal	CY	$5.25	$2,625,000.00
Tipping Fees (vegetative)	CY	Pass Through	$0.00
Tipping Fees (mix)	CY	Pass Through	$0.00

AGREEMENT

Tipping Fees (C&D)	CY	Pass Through	$0.00
		TOTAL – FINAL DISPOSAL	$8,500,000.00

TREE OPERATIONS	**UOM**	**Rate**	**Total**
Hazardous trees 6" – 12"	Trees	$100.00	$30,000.00
Hazardous Trees 13" – 24"	Trees	$150.00	$45,000.00
Hazardous Trees 25" – 36"	Trees	$200.00	$60,000.00
Hazardous Trees 37" – 48"	Trees	$250.00	$75,000.00
Hazardous Trees 49" +	Trees	$400.00	$120,000.00
Trees with Hazardous Limbs > 2"	Trees	$110.00	$33,000.00
Hazardous Stumps > 24" – 36"	Stumps	$200.00	$20,000.00
Hazardous Stumps > 37" – 48"	Stumps	$250.00	$18,750.00
Hazardous Stumps > 49"	Stumps	$8,300.00	$415,000.00
Stump Grinding > 24" – 36"	Stumps	$200.00	$20,000.00
Stump Grinding > 37" – 48"	Stumps	$250.00	$18,750.00
Stump Grinding > 49" +	Stumps	$300.00	$15,000.00
Stump Fill Dirt	CY	$20.00	$2,000.00
		TOTAL – TREE OPERATIONS	$872,500.00

SPECIALTY REMOVAL	**UOM**	**Rate**	**Total**
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$35.00	$3,500,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$10.00	$5,000,000.00
Vehicle Removal	Units	$100.00	$1,000.00
Vessel Removal (from land)	LF	$20.00	$400.00
Vessel Removal (marine)	LF	$40.00	$1,600.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$5.00	$1,000.00
ROW White Goods Removal	Units	$45.00	$67,500.00
Freon Management	Units	$30.00	$15,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$5.00	$10,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$10.00	$0.00
Household Hazardous Waste (HHW)	Pounds	$5.00	$25,000.00
		TOTAL – SPECIALTY REMOVAL	$8,621,500.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$228,550.00
Vegetative Collect & Haul	$31,725,000.00
Management and Reduction	$7,425,000.00
C & D Collect & Haul	$31,725,000.00
Final Disposal	$8,500,000.00
Tree Operations	$872,500.00
Specialty Removal	$8,621,500.00

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT *F*

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]**:** The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Morgan Pierce, President
Phillips & Jordan, Inc.
Aug. 22, 2022

Exhibit G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348

Item 11A.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[X] **Prime** [ ] **Subawardee**
Tier _____, *if known*:
*Name Phillips & Jordan, Inc.
*Street 1 10142 Parkside Dr., Ste. 500
*Street 2
*City Knoxville *State TN
*Zip 37922
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:
Print Name: Morgan Pierce
Title: President
Telephone No.: 865.688.8342 Date: 8.23.2022

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

PRINT

Item 11A.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employeeof any agency, a Member of Congress, an officer or employeeof Congress, or an employeeof a Member of Congress in connection with a covered Federalaction. Completeall items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriateclassification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   a. In the performance of this contract, the Contractor shall make maximumuse of products containing recovered materials that are EPA-designateditems 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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contrac and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any othe party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Morgan Pierce, President
Phillips & Jordan, Inc.
Aug. 22, 2022

ADDENDUM NO. 1 SECTION F – FEE SUBMITTAL

RFP No.: 22-0617-P(AJM)

Title: Disaster Debris Collection & Removal Services

The following is a listing of costs for technical services and/or tasks to be provided by Contractor to the County upon issuance of a Task Order. Costs denoted by an hourly dollar amount represent an **hourly rate (Hours)** for personnel and/or equipment services. Costs denoted by a unit price denote the cost per **cubic yard (CY)** or cost per **ton (TN)** to provide the appropriate services of debris removal.

The Contractor shall invoice for each cubic yard of debris hauled per the Contractor's proposal.

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	Estimated Total	UOM	Rate	Total
Additional General Labor	240	Hours	$45.00	$10,800.00
General Management	70	Hours	$75.00	$5,250.00
1. Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	500	Hours	$425.00	$212,500.00
		TOTAL - DEBRIS CLEARANCE		$228,550.00

VEGETATIVE COLLECT AND HAUL	Estimated Total	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000	CY	$8.25	$7,425,000.00
16-30 miles vegetative from ROW to DMS	900,000	CY	$8.50	$7,650,000.00
31-60 miles vegetative from ROW to DMS	900,000	CY	$8.75	$7,875,000.00
60+ miles vegetative from ROW to DMS	900,000	CY	$9.75	$8,775,000.00
			TOTAL - VEGETATIVE COLLECT an HAUL	$31,725,000.00

MANAGEMENT AND REDUCTION	Estimated Total	UOM	Rate	Total
Grinding	900,000	CY	$3.50	$3,150,000.00
Air Curtain Burning	900,000	CY	$2.25	$2,025,000.00
Open Burning	900,000	CY	$1.50	$1,350,000.00
Compacting	900,000	CY	$1.00	$900,000.00
			TOTAL – MANAGEMENT and REDUCTION	$7,425,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	900,000	CY	$8.25	$7,425,000.00
16-30 miles C&D from ROW to DMS	900,000	CY	$8.50	$7,650,000.00
31-60 miles C&D from ROW to DMS	900,000	CY	$8.75	$7,875,000.00
60+ miles C&D from ROW to DMS	900,000	CY	$9.75	$8,775,000.00
			TOTAL – C & D COLLECT and HAUL	$31,725,000.00

FINAL DISPOSAL	Estimated Total	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	500,000	CY	$3.25	$1,625,000.00
16-30 miles from DMS to Final Disposal	500,000	CY	$4.00	$2,000,000.00
31-60 miles from DMS to Final Disposal	500,000	CY	$4.50	$2,250,000.00
60+ miles from DMS to Final Disposal	500,000	CY	$5.25	$2,625,000.00
Tipping Fees (vegetative)	500,000	CY	Pass Through	$0.00
Tipping Fees (mix)	500,000	CY	Pass Through	$0.00
Tipping Fees (C&D)	500,000	CY	Pass Through	$0.00
			TOTAL – FINAL DISPOSAL	$8,500,000.00

TREE OPERATIONS	Estimated Total	UOM	Rate	Total
Hazardous trees 6" – 12"	300	Trees	$100.00	$30,000.00
Hazardous Trees 13" – 24"	300	Trees	$150.00	$45,000.00
Hazardous Trees 25" – 36"	300	Trees	$200.00	$60,000.00
Hazardous Trees 37" – 48"	300	Trees	$250.00	$75,000.00
Hazardous Trees 49"+	300	Trees	$400.00	$120,000.00
Trees with Hazardous Limbs > 2"	300	Trees	$110.00	$33,000.00
Hazardous Stumps > 24" – 36"	100	Stumps	$200.00	$20,000.00
Hazardous Stumps > 37" – 48"	75	Stumps	$250.00	$18,750.00
Hazardous Stumps > 49"	50	Stumps	$8,300.00	$415,000.00
Stump Grinding > 24" – 36"	100	Stumps	$200.00	$20,000.00
Stump Grinding > 37" – 48"	75	Stumps	$250.00	$18,750.00

Stump Grinding > 49" +	50	Stumps	$300.00	$15,000.00
Stump Fill Dirt	100	CY	$20.00	$2,000.00
			TOTAL – TREE OPERATIONS	$872,500.00

SPECIALTY REMOVAL	Estimated Total	UOM	Rate	Total
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000	CY	$35.00	$3,500,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000	CY	$10.00	$5,000,000.00
Vehicle Removal	10	Units	$100.00	$1,000.00
Vessel Removal (from land)	20	LF	$20.00	$400.00
Vessel Removal (marine)	40	LF	$40.00	$1,600.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200	Pounds	$5.00	$1,000.00
ROW White Goods Removal	1500	Units	$45.00	$67,500.00
Freon Management	500	Units	$30.00	$15,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000	Pounds	$5.00	$10,000.00
Biowaste (waste capable of causing infection to humans animalwaste,humanblood, pathological waste)	5000	Pounds	$10.00	$0.00
Household Hazardous Waste (HHW)	5000	Pounds	$5.00	$25,000.00
			TOTAL – SPECIALTY REMOVAL	$8,621,500.00

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$228,550.00
Vegetative Collect & Haul	$31,725,000.00
Management and Reduction	$7,425,000.00
C & D Collect & Haul	$31,725,000.00
Final Disposal	$8,500,000.00
Tree Operations	$872,500.00
Specialty Removal	$8,621,500.00

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Southern Disaster Recovery, LLC ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

A. **Initial Term -** The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension -** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **$**98,350,850.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes -** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing -** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

A. **E-Verify -** The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel -** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

   ii. Contractor breaches Confidential Information Section of this Agreement;

   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or

   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:

   i. the County fails to make timely undisputed payments as described in this Agreement;

   ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Southern Disaster Recovery, LLC If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

AGREEMENT

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Chip Patterson

109 White Oak Rd.

Greenville, SC 29609

864.469.9776

chip@gosdr.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Janet C. Long	By: SDR
Signature	Signature
Janet C. Long	Al McClean
Print Name	Print Name
Chair	CEO + Member
Title	Title
February 28, 2023.	12/06/2022
Date	Date

ATTEST: KEN BURKE, CLERK
By:

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS PINELLAS COUNTY, FLORIDA SEAL

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a
10. result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
11. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible
12. Municipality.
13. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

<u>Equipment</u>

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

<u>Load Tickets</u>

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. “Hand Loading” of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2”) inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2”) at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24”) inches in diameter, as measured twenty-four (24”) inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to “days” within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

AGREEMENT

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. I**NDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.,

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$6,000.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$22.00	$5,280.00
General Management	Hours	$42.00	$2,940.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$265.00	$132,500.00
TOTAL - DEBRIS CLEARANCE			$140,720.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$7.75	$6,975,000.00
16-30 miles vegetative from ROW to DMS	CY	$8.75	$7,875,000.00
31-60 miles vegetative from ROW to DMS	CY	$8.75	$7,875,000.00
60+ miles vegetative from ROW to DMS	CY	$8.75	$7,875,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$30,600,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$3.90	$3,510,000.00
Air Curtain Burning	CY	$2.50	$2,250,000.00
Open Burning	CY	$1.00	$900,000.00
Compacting	CY	$0.90	$810,000.00
TOTAL – MANAGEMENT and REDUCTION			$7,470,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$7.75	$6,975,000.00
16-30 miles C&D from ROW to DMS	CY	$8.75	$7,875,000.00
31-60 miles C&D from ROW to DMS	CY	$8.75	$7,875,000.00
60+ miles C&D from ROW to DMS	CY	$8.75	$7,875,000.00
TOTAL – C & D COLLECT and HAUL			$30,600,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$4.25	$2,125,000.00
16-30 miles from DMS to Final Disposal	CY	$5.75	$2,875,000.00
31-60 miles from DMS to Final Disposal	CY	$5.75	$2,875,000.00
60+ miles from DMS to Final Disposal	CY	$5.75	$2,875,000.00
Tipping Fees (vegetative)	CY	$0.00	$0.00
Tipping Fees (mix)	CY	$7.71	$3,855,000.00

AGREEMENT

Tipping Fees (C&D)	CY	$7.71	$3,855,000.00
		TOTAL – FINAL DISPOSAL	$18,460,000.00

TREE OPERATIONS	**UOM**	**Rate**	**Total**
Hazardous trees 6” – 12”	Trees	$90.00	$27,000.00
Hazardous Trees 13” – 24”	Trees	$165.00	$49,500.00
Hazardous Trees 25” – 36”	Trees	$250.00	$75,000.00
Hazardous Trees 37” – 48”	Trees	$330.00	$99,000.00
Hazardous Trees 49” +	Trees	$410.00	$123,000.00
Trees with Hazardous Limbs > 2”	Trees	$83.00	$24,900.00
Hazardous Stumps > 24” – 36”	Stumps	$120.00	$12,000.00
Hazardous Stumps > 37” – 48”	Stumps	$210.00	$15,750.00
Hazardous Stumps > 49”	Stumps	$350.00	$17,500.00
Stump Grinding > 24” – 36”	Stumps	$110.00	$11,000.00
Stump Grinding > 37” – 48”	Stumps	$190.00	$14,250.00
Stump Grinding > 49” +	Stumps	$290.00	$14,500.00
Stump Fill Dirt	CY	$11.00	$1,100.00
		TOTAL – TREE OPERATIONS	$484,500.00

SPECIALTY REMOVAL	**UOM**	**Rate**	**Total**
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$42.00	$4,200,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$12.50	$6,250,000.00
Vehicle Removal	Units	$223.00	$2,230.00
Vessel Removal (from land)	LF	$60.00	$1,200.00
Vessel Removal (marine)	LF	$125.00	$5,000.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$1.00	$200.00
ROW White Goods Removal	Units	$35.00	$52,500.00
Freon Management	Units	$47.00	$23,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$2.50	$5,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$6.00	$30,000.00
Household Hazardous Waste (HHW)	Pounds	$4.00	$20,000.00
		TOTAL – SPECIALTY REMOVAL	$10,589,630.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$6,000.00
Debris Clearance	$140,720.00
Vegetative Collect & Haul	$30,600,000.00
Management and Reduction	$7,470,000.00
C & D Collect & Haul	$30,600,000.00
Final Disposal	$18,460,000.00
Tree Operations	$484,500.00
Specialty Removal	$10,589,630.00

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT *F*

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]**:** The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Exhibit G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: *Name *Street 1 *Street 2 *City *State *Zip **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Al McClaran
Title: CEO
Telephone No.: 864-469-9776 Date: 08/22/22

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   a. In the performance of this contract, the Contractor shall make maximumuse of products containing recovered materials that are EPA-designateditems 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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contrac and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any othe party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

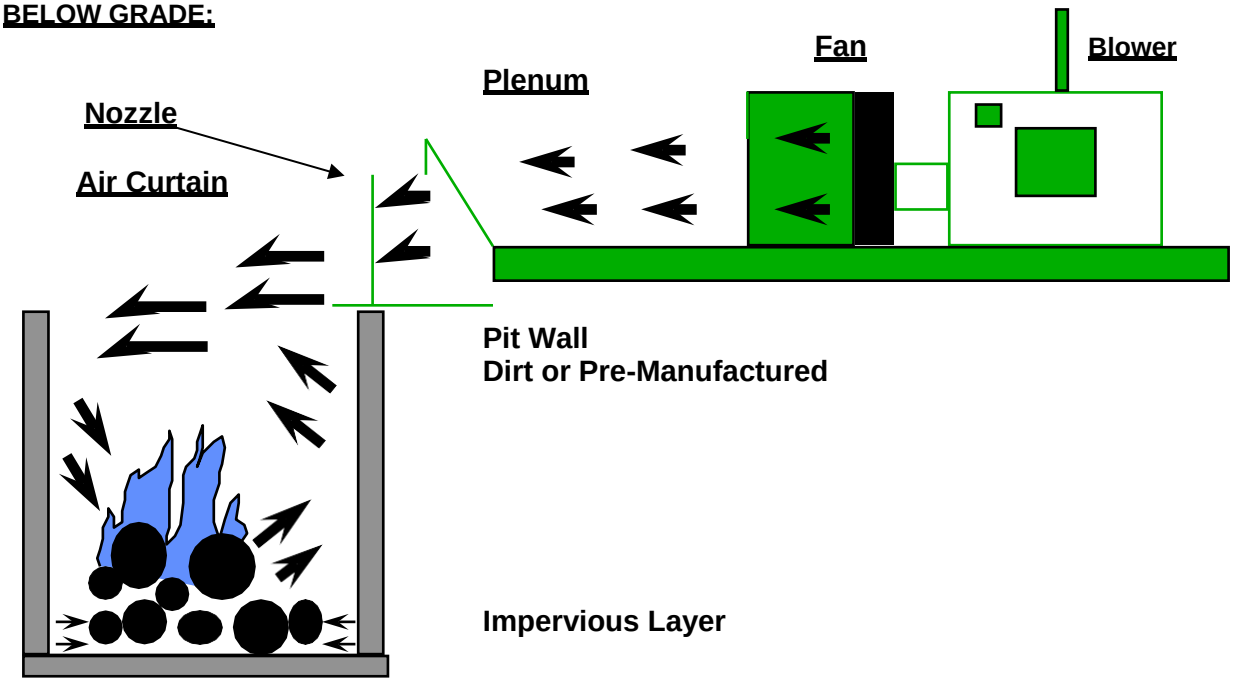
ATTACHMENT A - STUMP CONVERSION TABLE

Stump Diameter (inches)	Debris Volume (Cubic Yards)		Stump Diameter (inches)	Debris Volume (Cubic Yards)
[redacted]	[redacted]		46	15.2
[redacted]	[redacted]		47	15.8
[redacted]	[redacted]		48	16.5
[redacted]	[redacted]		49	17.2
[redacted]	[redacted]		50	17.9
[redacted]	[redacted]		51	18.6
[redacted]	[redacted]		52	19.4
[redacted]	[redacted]		53	20.1
[redacted]	[redacted]		54	20.9
[redacted]	[redacted]		55	21.7
[redacted]	[redacted]		56	22.5
[redacted]	[redacted]		57	23.3
[redacted]	[redacted]		58	24.1
[redacted]	[redacted]		59	24.9
[redacted]	[redacted]		60	25.8
[redacted]	[redacted]		61	26.7
[redacted]	[redacted]		62	27.6
[redacted]	[redacted]		63	28.4
24	4.1		64	29.4
25	4.5		65	30.3
26	4.8		66	31.2
27	5.2		67	32.2
28	5.6		68	33.1
29	6.0		69	34.1
30	6.5		70	35.1
31	6.9		71	36.1
32	7.3		72	37.2
33	7.8		73	38.2
34	8.3		74	39.2
35	8.8		75	40.3
36	9.3		76	41.4
37	9.8		77	42.5
38	10.3		78	43.6
39	10.9		79	44.7
40	11.5		80	45.9
41	12.0		84	47.0
42	12.6		82	48.2
43	13.3		83	49.4
44	13.9		84	50.6
45	14.5		85	51.8

NOTE:
The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE

BELOW GRADE:

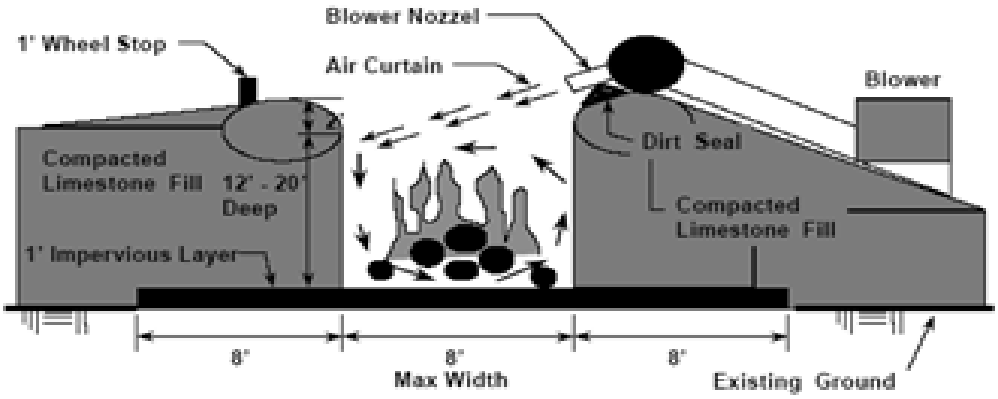


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

ABOVE GRADE:



ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND DISPOSAL SITES AND COUNTY JURISDICTIONAL BOUNDARIES

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor shall confirm the location of these sites with the DM prior to initiating collection work.

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)

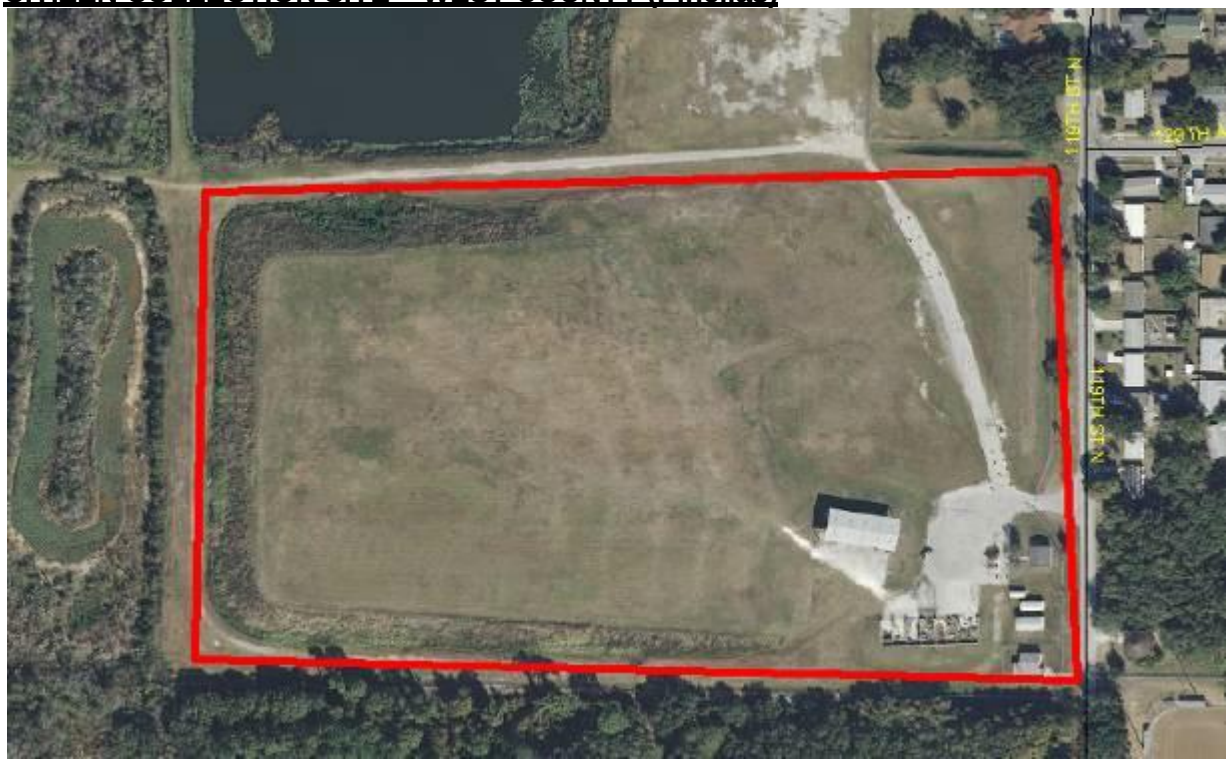
DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

DEBRIS MANAGEMENT SITE – Ulmerton and 119th Street (COOP)

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)



Owner: Pinellas County
Attn. COOP Extension
315 Court Street
Clearwater, FL 33756-5165

(35 Acres), (34’ Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119th Street N. near the City of Largo, in Pinellas County.

GPS: 27°53'20.50"N
82°48'20.96"W

This site would be used as a citizen drop off for **vegetative debris only** resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

Owner: Pinellas County
315 Court Street
Clearwater, FL 33756-5165

(241 Acres), (8’ Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N
82°39'34.89"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris**.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

Owner: Pinellas Board of Public Instruction
PO Box 2942
Largo, FL 33779-2942

(43 Acres), (23’ Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N
82°41'37.62"W

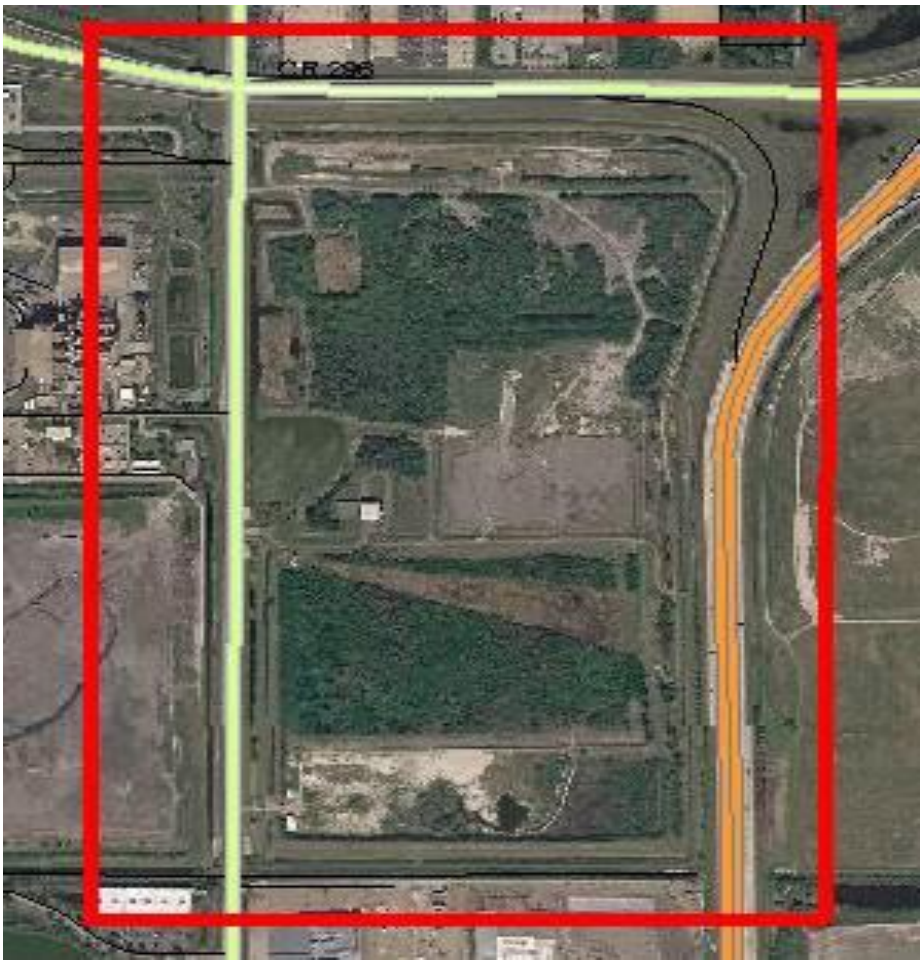
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)



Owner Pinellas County Solid Waste
3095 114th Avenue North
Largo, FL 33779-2942

(182 Acres), (8’ Elevation)

Site Address: 10901 28th Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

ADDENDUM NO. 1 SECTION F – FEE S
RFP No.: 22-0617-P(AJM)
Title: Disaster Debris Collection & Remo

The following is a listing of costs for technical services and/or tasks to be provided by Contr denoted by an hourly dollar amount represent an **hourly rate (Hours)** for personnel and/or the cost per **cubic yard (CY)** or cost per **ton (TN)** to provide the appropriate services of de

The Contractor shall invoice for each cubic yard of debris hauled per the Contractor's propo

MOBILIZATION	**Lump Sum Total**
	$6,000.00

DEBRIS CLEARANCE	**Estimated Total**
Additional General Labor	240
General Management	70
1 Wheel Loader with operator, 2.5cy 2.Foreman with support vehicle and small equipment 3.Laborer with chainsaw 4.Laborers with small tools (2)	500
	TOTA

VEGETATIVE COLLECT AND HAUL	**Estimated Total**
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000
16-30 miles vegetative from ROW to DMS	900,000
31-60 miles vegetative from ROW to DMS	900,000
60+ miles vegetative from ROW to DMS	900,000

MANAGEMENT AND REDUCTION	**Estimated Total**
Grinding	900,000
Air Curtain Burning	900,000
Open Burning	900,000
Compacting	900,000

C & D (Construction and Demolition Debris) COLLECT AND HAUL	**Estimated Total Units**
0-15 miles C&D from ROW to DMS	900,000
16-30 miles C&D from ROW to DMS	900,000
31-60 miles C&D from ROW to DMS	900,000
60+ miles C&D from ROW to DMS	900,000

FINAL DISPOSAL	**Estimated Total**
0-15 miles from DMS to Final Disposal	500,000

16-30 miles from DMS to Final Disposal	500,000
31-60 miles from DMS to Final Disposal	500,000
60+ miles from DMS to Final Disposal	500,000
Tipping Fees (vegetative)	500,000
Tipping Fees (mix)	500,000
Tipping Fees (C&D)	500,000

TREE OPERATIONS	**Estimated Total**
Hazardous trees 6” – 12”	300
Hazardous Trees 13” – 24”	300
Hazardous Trees 25” – 36”	300
Hazardous Trees 37” – 48”	300
Hazardous Trees 49”+	300
Trees with Hazardous Limbs > 2”	300
Hazardous Stumps > 24” – 36”	100
Hazardous Stumps > 37” – 48”	75
Hazardous Stumps > 49”	50
Stump Grinding > 24” – 36”	100
Stump Grinding > 37” – 48”	75
Stump Grinding > 49” +	50
Stump Fill Dirt	100

SPECIALTY REMOVAL	**Estimated Total**
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000
Vehicle Removal	10
Vessel Removal (from land)	20
Vessel Removal (marine)	40
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200
ROW White Goods Removal	1500
Freon Management	500
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000
Biowaste (waste capable of causing infection to humans animalwaste,humanblood, pathological waste)	5000
Household Hazardous Waste (HHW)	5000

TOTALS WORKSHEET:
Mobilization
Debris Clearance

Debris Clearance
Vegetative Collect & Haul
Management and Reduction
C & D Collect & Haul
Final Disposal
Tree Operations
Specialty Removal

SUBMITTAL

val Services

ractor to the County upon issuance of a Task Order. Costs
equipment services. Costs denoted by a unit price denote
bris removal.

osal.

UOM	Rate	Total
Hours	$22.00	$5,280.00
Hours	$42.00	$2,940.00
Hours	$265.00	$132,500.00
AL - DEBRIS CLEARANCE		$140,720.00

UOM	Rate	Total
CY	$7.75	$6,975,000.00
CY	$8.75	$7,875,000.00
CY	$8.75	$7,875,000.00
CY	$8.75	$7,875,000.00
TOTAL - VEGETATIVE COLLECT an HAUL		$30,600,000.00

UOM	Rate	Total
CY	$3.90	$3,510,000.00
CY	$2.50	$2,250,000.00
CY	$1.00	$900,000.00
CY	$0.90	$810,000.00
TOTAL – MANAGEMENT and REDUCTION		$7,470,000.00

UOM	Rate	Total
CY	$7.75	$6,975,000.00
CY	$8.75	$7,875,000.00
CY	$8.75	$7,875,000.00
CY	$8.75	$7,875,000.00
TOTAL – C & D COLLECT and HAUL		$30,600,000.00

UOM	Rate	Total
CY	$4.25	$2,125,000.00

CY	$5.75	$2,875,000.00
CY	$5.75	$2,875,000.00
CY	$5.75	$2,875,000.00
CY	$0.00	$0.00
CY	$7.71	$3,855,000.00
CY	$7.71	$3,855,000.00
TOTAL – FINAL DISPOSAL		$18,460,000.00

UOM	Rate	Total
Trees	$90.00	$27,000.00
Trees	$165.00	$49,500.00
Trees	$250.00	$75,000.00
Trees	$330.00	$99,000.00
Trees	$410.00	$123,000.00
Trees	$83.00	$24,900.00
Stumps	$120.00	$12,000.00
Stumps	$210.00	$15,750.00
Stumps	$350.00	$17,500.00
Stumps	$110.00	$11,000.00
Stumps	$190.00	$14,250.00
Stumps	$290.00	$14,500.00
CY	$11.00	$1,100.00
TOTAL – TREE OPERATIONS		$484,500.00

UOM	Rate	Total
CY	$42.00	$4,200,000.00
CY	$12.50	$6,250,000.00
Units	$223.00	$2,230.00
LF	$60.00	$1,200.00
LF	$125.00	$5,000.00
Pounds	$1.00	$200.00
Units	$35.00	$52,500.00
Units	$47.00	$23,500.00
Pounds	$2.50	$5,000.00
Pounds	$6.00	$30,000.00
Pounds	$4.00	$20,000.00
TOTAL – SPECIALTY REMOVAL		$10,589,630.00

TOTAL COST
$6,000.00
$140,720.00

$140,720.00
$30,600,000.00
$7,470,000.00
$30,600,000.00
$18,460,000.00
$484,500.00
$10,589,630.00

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and TFR Enterprises, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

   A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

   B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

   C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

   D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

   E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Execution of Agreement**

   The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. **Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. **Services**

A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.

C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. **Term of Agreement**

A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension** - The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. **Compensation and Method of Payment**

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

AGREEMENT

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of $81,726,035.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. **Personnel**

A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

AGREEMENT

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
   ii. Contractor breaches Confidential Information Section of this Agreement;
   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
   i. the County fails to make timely undisputed payments as described in this Agreement;
   ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT

C. **Termination for Convenience**
   1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. **Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. **Confidential Information and Public Records**

A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

AGREEMENT

B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to TFR Enterprises, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

AGREEMENT

20. Subcontracting/Assignment

A. **Subcontracting -** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment -** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Tiffany Jean

601 Leander Drive

Leander, TX 78641

512.565.0710

tiffany@tfrinc.com

AGREEMENT

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

AGREEMENT

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. Exhibit F, G, H
C. Attachment A, B, C
D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Janet C. Long	By:
Signature	Signature
Janet C. Long	Tipton F. Rowland
Print Name	Print Name
Chair	CEO
Title	Title
February 28, 2023	12/29/2022
Date	Date

ATTEST: KEN BURKE, CLERK
By:

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

OVERVIEW

a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
b. There is no guarantee of minimum or maximum amounts per contract item.
c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by the Contractor for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by- products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES

a. General Operations

1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
2. Contractor must comply with all federal, state, and local safety and health requirements.
3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a
10. result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
11. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible
12. Municipality.
13. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Protocol for debris removal around potential energized power lines.
11. Sub-Contractor training for compliance with FEMA requirements.
12. Invoicing procedures
    - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

13. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
14. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
15. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

16. All materials classified as hazardous waste are to be immediately reported to the DM.
17. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
18. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

Hazardous Waste Spills

19. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County or Responsible Municipality.
20. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
21. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
    - Description of the material spilled (including identity, quantity, manifest number, etc.). Determination as to whether or not the amount spilled is EPA/FDE reportable, and when and to whom it was reported.
    - Exact time and location of spill, including description of the area involved.
    - Receiving stream or waters.
    - Cause of incident and equipment and personnel involved.
    - Injuries or property damage.
    - Duration of discharge.
    - Containment procedures initiated.
    - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
    - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
    - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
    - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
  - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
  - The PM will coordinate all communications with the County's representatives.
  - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor
   - All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
   - Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
   - Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
   - The Contractor is to provide its own project management staff.
   - The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
   - Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.
3. Equipment
   - Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
   - The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

1. Work is to be performed seven (7) days per week, including holidays as approved by the DM.
2. Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.
3. Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
4. The DM will establish the work hours and develop schedules.
5. Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

a. TASK 1 - Emergency Debris Clearance (First Push)

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – **MUST BE COMPLETED WITHIN FIRST 70 HOURS**

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
    - Description of work performed
    - Location(s) of work performed
    - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
    - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
    - Contractor is to only use DMS locations designated by the DM.
    - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
   - If reduction of C&D debris is necessary, it will be reduced through compaction.
   - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
   - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
   - The inspection tower shall be sized to accommodate at least four (4) people.
   - The inspection tower construction must include a roof for personnel protection
   - The inspection tower must include stairs for access, with stair design or configuration in compliance with OHSA regulations and local codes to ensure safety performance needs as required.
   - The DM may require additional inspection towers to improve traffic flow through the DMS.
   - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

7. Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
8. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
9. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
10. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
    - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
    - Contractor must maintain a supply of placards in the event replacements are needed.
11. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
12. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
    - The sideboard extensions shall be braced with metal reinforcing.
    - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
    - All extensions are subject to acceptance or rejection by the DM.
13. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
    - Gaps in the tailgate greater than two (2) inches are not permitted.
    - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
14. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
15. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
    - Excessively large loading equipment three (3) CY and larger and non-rubber-tired equipment must be approved by the DM
16. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.

17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
    - A minimum of four (4) tires are required on all trailers.
    - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
    - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
    - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
    - Grading the site
    - Environmental remediation
    - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

29. Debris shall be segregated into:
    - Burnable/grindable vegetative debris
    - Non-burnable/non-grindable mixed debris
    - Hazardous and toxic waste
    - Construction and demolition (C&D) debris
        - White goods
        - Recyclable materials
    - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

36. Above-Grade Air-Curtain Burning
37. Portable Air-Curtain Burning
38. Chipping and Grinding

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
    Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
    Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
    (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
    - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
    - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

61. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
62. Contaminants are not permitted in the chips or mulch.
    - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
    - Sand and dirt should be minimized as much as possible.
    - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
    - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
    - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
63. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
64. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

<u>Load Tickets</u>

65. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
66. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
    - Contractor must provide ticket forms with pre-printed unique ticket identifier.
    - Load ticket provided by Contractor must be approved by the DM prior to being used.
67. The Load Ticket must include the following information completed:
    - Street address or coordinates of where debris is picked up
    - Amount of debris picked up; and
    - Amount of debris hauled; and
    - Amount of debris disposed
68. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
    - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
    - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
    - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
    - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
69. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
70. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

Measurements

71. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
    - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
    - Load measurements will be documented on Load Tickets, and daily log sheets.

c. TASK 3 - Debris Removal (Load And Haul)

General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

4. Contractor must provide an interim schedule within two (2) days and a final project plan within seven days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
5. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
    - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
    - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
    - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
6. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

7. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
8. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
    - Description of work performed
    - Number of trucks in use
    - Number of loading equipment in use
    - Number of load tickets processed at each DMS
    - Number of cubic yards of each type of debris at each DMS
    - Total cubic yards of each type of debris collected and hauled
    - Locations of completed work
    - Locations of current work
    - Locations to be worked next
    - Discussion of damage claims
    - Discussion of current issues needing a resolution

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
    - equipment is to be in good working condition

AGREEMENT

- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
- The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.

11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
    - Examining debris to determine whether or not the debris is eligible, and
    - Loading the debris, and
    - Hauling the debris to an approved DMS or final disposal location.
12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
15. Contractor must make as many passes through the designated area as required by the DM.
16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
19. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
    - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
    - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
    - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
25. Contractor shall provide sufficient field supervision for all assigned activities.
    - Contractor shall provide a minimum of three (3) field supervisors at all times.
    - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
    - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
    - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
    - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
    - The DM may authorize use of other types of vehicles.

27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
    - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
    - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
    - Removal shall be accomplished without causing further damage to the item.
    - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb Removal

General

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

- A tree may be deemed hazardous if the following criteria are met:
- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
    - Has a split trunk; or
    - Has a broken canopy; or
    - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break; or
- Is an immediate threat.

5. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal shall include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
6. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
7. All trees requiring removal shall be cut flush to the ground.
8. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
9. Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
10. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

AGREEMENT

e. TASK 5 – Hazardous Stump Removal

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
   - It has fifty (50%) percent or more of the root-ball exposed; and
   - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
   - Extraction is required as part of the removal.
   - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

7. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
8. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal shall include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
9. Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
10. Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
11. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
12. The root-ball hole must be filled in after removal.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to "days" within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

AGREEMENT

8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
    - Woody vegetative and yard debris
    - Construction and Demolition
    - White goods
    - Recyclables
    - Hazardous and/or toxic waste
    - Any other disaster-generated debris such as Bulky Household Waste/Garbage

    These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

AGREEMENT

26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

AGREEMENT

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY**. The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. **INDEMNIFICATION**. The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**
The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.,

AGREEMENT

(1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

(2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

AGREEMENT

Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	$50.00	$12,000.00
General Management	Hours	$60.00	$4,200.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	$395.00	$197,500.00
TOTAL - DEBRIS CLEARANCE			$213,700.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	$7.50	$6,750,000.00
16-30 miles vegetative from ROW to DMS	CY	$7.55	$6,795,000.00
31-60 miles vegetative from ROW to DMS	CY	$7.60	$6,840,000.00
60+ miles vegetative from ROW to DMS	CY	$7.65	$6,885,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			$27,270,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	$3.85	$3,465,000.00
Air Curtain Burning	CY	$1.25	$1,125,000.00
Open Burning	CY	$0.10	$90,000.00
Compacting	CY	$1.00	$900,000.00
TOTAL – MANAGEMENT and REDUCTION			$5,580,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	$8.15	$7,335,000.00
16-30 miles C&D from ROW to DMS	CY	$8.20	$7,380,000.00
31-60 miles C&D from ROW to DMS	CY	$8.25	$7,425,000.00
60+ miles C&D from ROW to DMS	CY	$8.30	$7,470,000.00
TOTAL – C & D COLLECT and HAUL			$29,610,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	$4.20	$2,100,000.00
16-30 miles from DMS to Final Disposal	CY	$4.25	$2,125,000.00
31-60 miles from DMS to Final Disposal	CY	$4.30	$2,150,000.00
60+ miles from DMS to Final Disposal	CY	$4.35	$2,175,000.00
Tipping Fees (vegetative)	CY	$0.00	$0.00
Tipping Fees (mix)	CY	$0.00	$0.00

AGREEMENT

Tipping Fees (C&D)	CY	$0.00	$0.00
		TOTAL – FINAL DISPOSAL	$8,550,000.00

TREE OPERATIONS	UOM	Rate	Total
Hazardous trees 6" – 12"	Trees	$200.00	$60,000.00
Hazardous Trees 13" – 24"	Trees	$300.00	$90,000.00
Hazardous Trees 25" – 36"	Trees	$400.00	$120,000.00
Hazardous Trees 37" – 48"	Trees	$415.00	$124,500.00
Hazardous Trees 49" +	Trees	$420.00	$126,000.00
Trees with Hazardous Limbs > 2"	Trees	$115.00	$34,500.00
Hazardous Stumps > 24" – 36"	Stumps	$350.00	$35,000.00
Hazardous Stumps > 37" – 48"	Stumps	$450.00	$33,750.00
Hazardous Stumps > 49"	Stumps	$650.00	$32,500.00
Stump Grinding > 24" – 36"	Stumps	$175.00	$17,500.00
Stump Grinding > 37" – 48"	Stumps	$325.00	$24,375.00
Stump Grinding > 49" +	Stumps	$475.00	$23,750.00
Stump Fill Dirt	CY	$475.00	$47,500.00
		TOTAL – TREE OPERATIONS	$769,375.00

SPECIALTY REMOVAL	UOM	Rate	Total
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	$21.50	$2,150,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	$15.00	$7,500,000.00
Vehicle Removal	Units	$375.00	$3,750.00
Vessel Removal (from land)	LF	$81.00	$1,620.00
Vessel Removal (marine)	LF	$126.00	$5,040.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	$4.00	$800.00
ROW White Goods Removal	Units	$20.00	$30,000.00
Freon Management	Units	$40.00	$20,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	$4.00	$8,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	$1.75	$8,750.00
Household Hazardous Waste (HHW)	Pounds	$1.00	$5,000.00
		TOTAL – SPECIALTY REMOVAL	$9,732,960.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$213,700.00
Vegetative Collect & Haul	$27,270,000.00
Management and Reduction	$5,580,000.00
C & D Collect & Haul	$29,610,000.00
Final Disposal	$8,550,000.00
Tree Operations	$769,375.00
Specialty Removal	$9,732,960.00

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

    1. Requesting department for this purpose is defined as the County department for whom the work is performed.

    2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT_F___
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): 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 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 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, CONTRACTORS are 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, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR 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 the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding $100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used 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. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Exhibit G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: *Name *Street 1 None *Street 2 *City *State *Zip **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Tipton F. Rowland Title: CEO Telephone No.: (92) 260-3323 Date: 8/22/2022

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
        ii. advertising; layoff or termination; rates of pay or other forms of compensation;
        iii. and selection for training, including apprenticeship. The contractor agrees to
        iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
        v. nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees
        i. placed by or on behalf of the contractor, state that all qualified applicants will
        ii. receive consideration for employment without regard to race, color, religion,
        iii. sex, sexual orientation, gender identity, or national origin.

    c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. 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.

    e. 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.

    f. 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.

g. 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 othersanctions 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.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, ororders 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 maydirect as a means of enforcing such provisions, including sanctions for noncompliance:

   i. Provided, however, that in the event a 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.

   ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.

   iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

a. 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.

b. Violation; liability for unpaid wages; liquidated damages. In the event of anyviolation of the clause set forth in paragraph (b)(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 (b)(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 ofthe overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 liquidateddamages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this sectionand 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 (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection AgencyRegional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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 web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

   a. In the performance of this contract, the Contractor shall make maximumuse of products containing recovered materials that are EPA-designateditems 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- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
      i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders**: A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **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.

10. **Program Fraud and False or Fraudulent Statements or Related Acts**: The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

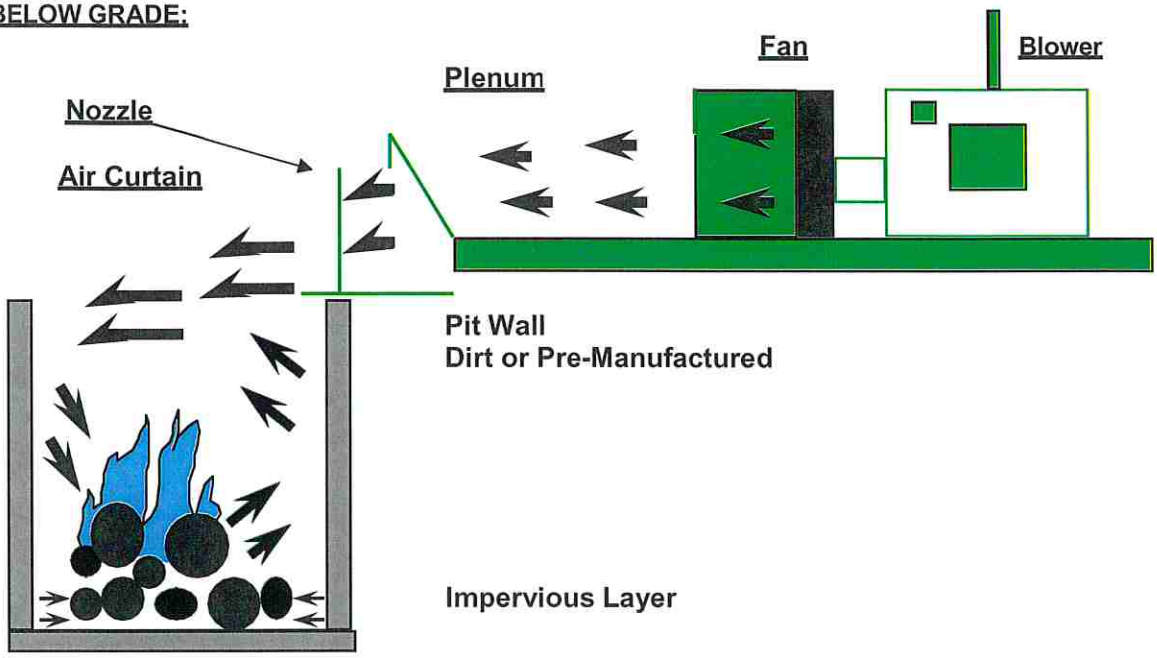
ATTACHMENT A - STUMP CONVERSION TABLE

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (Cubic Yards)
[redacted]	[redacted]	46	15.2
		47	15.8
		48	16.5
		49	17.2
		50	17.9
		51	18.6
		52	19.4
		53	20.1
		54	20.9
		55	21.7
		56	22.5
		57	23.3
		58	24.1
		59	24.9
		60	25.8
		61	26.7
		62	27.6
		63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6.0	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12.0	84	47.0
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5	85	51.8

NOTE:
The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE

BELOW GRADE:

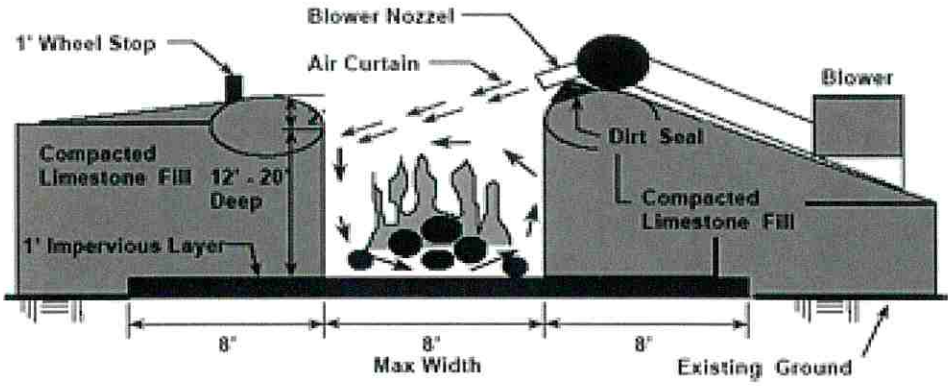


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

ABOVE GRADE:



ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND DISPOSAL SITES AND COUNTY JURISDICTIONAL BOUNDARIES

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor shall confirm the location of these sites with the DM prior to initiating collection work.

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)

CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

DEBRIS MANAGEMENT SITE – Ulmerton and 119th Street (COOP)

CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)

Owner: Pinellas County
Attn. COOP Extension
315 Court Street
Clearwater, FL 33756-5165

(35 Acres), (34' Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119th Street N. near the City of Largo, in Pinellas County.

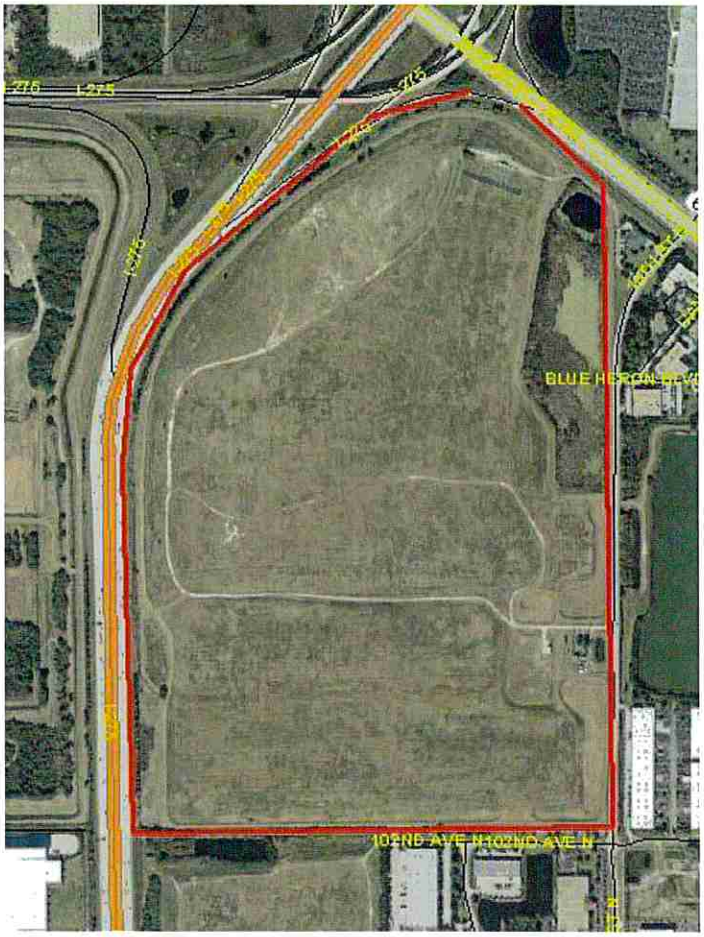
GPS: 27°53'20.50"N
82°48'20.96"W

This site would be used as a citizen drop off for **vegetative debris only** resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)



Owner: Pinellas County
315 Court Street
Clearwater, FL 33756-5165

(241 Acres), (8' Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N
82°39'34.89"W

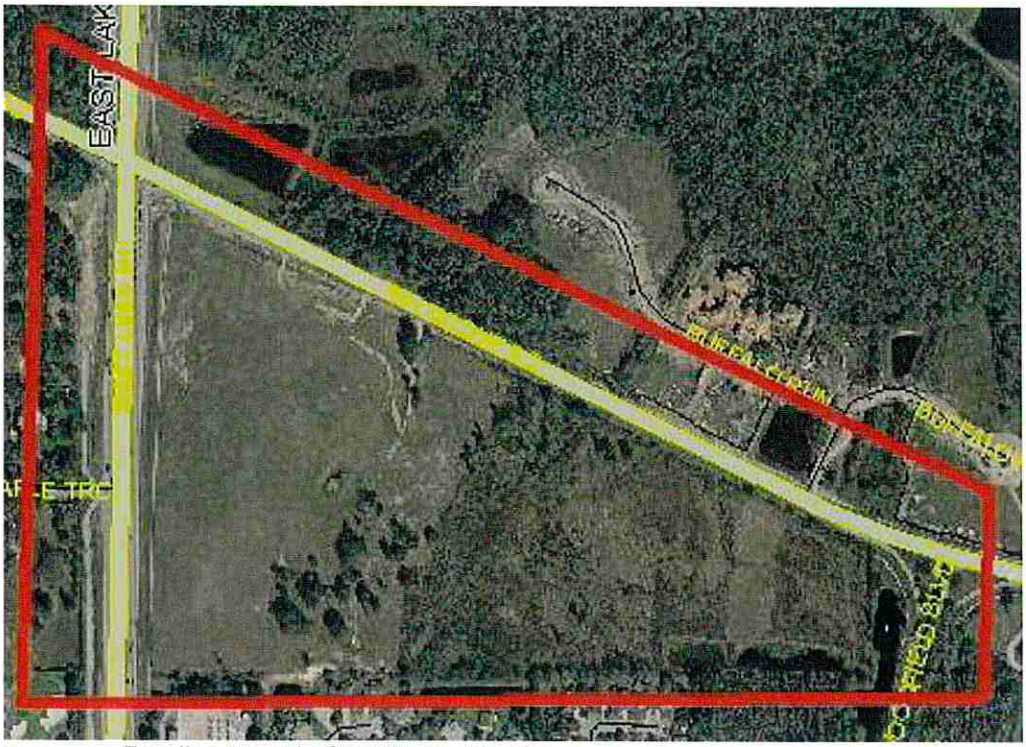
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris**.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)



Owner: Pinellas Board of Public Instruction
PO Box 2942
Largo, FL 33779-2942

(43 Acres), (23' Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N
82°41'37.62"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)

Owner Pinellas County Solid Waste
3095 114th Avenue North
Largo, FL 33779-2942

(182 Acres), (8' Elevation)

Site Address: 10901 28th Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

ADDENDUM NO. 1 SECTION F – FEE SUBMITTAL

RFP No.: 22-0617-P(AJM)

Title: Disaster Debris Collection & Removal Services

The following is a listing of costs for technical services and/or tasks to be provided by Contractor to the County upon issuance of a Task Order. Costs denoted by an hourly dollar amount represent an **hourly rate (Hours)** for personnel and/or equipment services. Costs denoted by a unit price denote the cost per **cubic yard (CY)** or cost per **ton (TN)** to provide the appropriate services of debris removal.

The Contractor shall invoice for each cubic yard of debris hauled per the Contractor's proposal.

MOBILIZATION	Lump Sum Total
	$0.00

DEBRIS CLEARANCE	Estimated Total	UOM	Rate	Total
Additional General Labor	240	Hours	$50.00	$12,000.00
General Management	70	Hours	$60.00	$4,200.00
1 Wheel Loader with operator, 2.5cy 2.Foreman with support vehicle and small equipment 3.Laborer with chainsaw 4.Laborers with small tools (2)	500	Hours	$395.00	$197,500.00
		TOTAL - DEBRIS CLEARANCE		$213,700.00

VEGETATIVE COLLECT AND HAUL	Estimated Total	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000	CY	$7.50	$6,750,000.00
16-30 miles vegetative from ROW to DMS	900,000	CY	$7.55	$6,795,000.00
31-60 miles vegetative from ROW to DMS	900,000	CY	$7.60	$6,840,000.00
60+ miles vegetative from ROW to DMS	900,000	CY	$7.65	$6,885,000.00
			TOTAL - VEGETATIVE COLLECT an HAUL	$27,270,000.00

MANAGEMENT AND REDUCTION	Estimated Total	UOM	Rate	Total
Grinding	900,000	CY	$3.85	$3,465,000.00
Air Curtain Burning	900,000	CY	$1.25	$1,125,000.00
Open Burning	900,000	CY	$0.10	$90,000.00
Compacting	900,000	CY	$1.00	$900,000.00

TOTAL – MANAGEMENT and REDUCTION	$5,580,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	900,000	CY	$8.15	$7,335,000.00
16-30 miles C&D from ROW to DMS	900,000	CY	$8.20	$7,380,000.00
31-60 miles C&D from ROW to DMS	900,000	CY	$8.25	$7,425,000.00
60+ miles C&D from ROW to DMS	900,000	CY	$8.30	$7,470,000.00
			TOTAL – C & D COLLECT and HAUL	$29,610,000.00

FINAL DISPOSAL	Estimated Total	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	500,000	CY	$4.20	$2,100,000.00
16-30 miles from DMS to Final Disposal	500,000	CY	$4.25	$2,125,000.00
31-60 miles from DMS to Final Disposal	500,000	CY	$4.30	$2,150,000.00
60+ miles from DMS to Final Disposal	500,000	CY	$4.35	$2,175,000.00
Tipping Fees (vegetative) **PASS THROUGH**	500,000	CY	$0.00	$0.00
Tipping Fees (mix) **PASS THROUGH**	500,000	CY	$0.00	$0.00
Tipping Fees (C&D) **PASS THROUGH**	500,000	CY	$0.00	$0.00
			TOTAL – FINAL DISPOSAL	$8,550,000.00

TREE OPERATIONS	Estimated Total	UOM	Rate	Total
Hazardous trees 6” – 12”	300	Trees	$200.00	$60,000.00
Hazardous Trees 13” – 24”	300	Trees	$300.00	$90,000.00
Hazardous Trees 25” – 36”	300	Trees	$400.00	$120,000.00
Hazardous Trees 37” – 48”	300	Trees	$415.00	$124,500.00
Hazardous Trees 49”+	300	Trees	$420.00	$126,000.00
Trees with Hazardous Limbs > 2”	300	Trees	$115.00	$34,500.00
Hazardous Stumps > 24” – 36”	100	Stumps	$350.00	$35,000.00
Hazardous Stumps > 37” – 48”	75	Stumps	$450.00	$33,750.00
Hazardous Stumps > 49”	50	Stumps	$650.00	$32,500.00
Stump Grinding > 24” – 36”	100	Stumps	$175.00	$17,500.00
Stump Grinding > 37” – 48”	75	Stumps	$325.00	$24,375.00
Stump Grinding > 49” +	50	Stumps	$475.00	$23,750.00
Stump Fill Dirt	100	CY	$475.00	$47,500.00
			TOTAL – TREE OPERATIONS	$769,375.00

SPECIALTY REMOVAL	Estimated Total	UOM	Rate	Total

Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000	CY	$21.50	$2,150,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000	CY	$15.00	$7,500,000.00
Vehicle Removal	10	Units	$375.00	$3,750.00
Vessel Removal (from land)	20	LF	$81.00	$1,620.00
Vessel Removal (marine)	40	LF	$126.00	$5,040.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200	Pounds	$4.00	$800.00
ROW White Goods Removal	1500	Units	$20.00	$30,000.00
Freon Management	500	Units	$40.00	$20,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000	Pounds	$4.00	$8,000.00
Biowaste (waste capable of causing infection to humans animalwaste,humanblood, pathological waste)	5000	Pounds	$1.75	$0.00
Household Hazardous Waste (HHW)	5000	Pounds	$1.00	$5,000.00
			TOTAL – SPECIALTY REMOVAL	$9,724,210.00

TOTALS WORKSHEET:	TOTAL COST
Mobilization	$0.00
Debris Clearance	$213,700.00
Vegetative Collect & Haul	$27,270,000.00
Management and Reduction	$5,580,000.00
C & D Collect & Haul	$29,610,000.00
Final Disposal	$8,550,000.00
Tree Operations	$769,375.00
Specialty Removal	$9,724,210.00

	Disaster Debris Collection & Removal Contractor List - 22-0617-P	Contract Purchase Agreement No.	NOTES
1	AshBritt, Inc. **Contact Info:** **Brittany Perkins Castillo, CEO** 565 E. Hillsboro Boulevard Deerfield Beach, FL 33441 Phone: (954) 725-6992 Email: response@ashbritt.com	**455379**	
2	CrowderGulf Joint Venture, Inc. **Contact Info:** **Ashley Ramsay-Naile, President** 5435 Business Park Way Theodore, AL 36582 Phone: 1-800-992-6207 Email: jramsay@crowdergulf.com	**455385**	
3	DRC Emergency Sevices, LLC **Contact Info:** **Kristy Fuentes, Vice President** 740 Museum Drive Mobile, AL 36608 Phone: (251) 343-3581 Email: Kfuentes@drcusa.com	**455387**	
4	Phillips & Jordan, Inc. **Contact Info:** **Morgan Pierce, President** 10201 Parkside Drive Suite 300 Knoxville, TN 37922 Phone: (865) 688-8342 Email: mpierce@pandj.com	**455388**	
5	Southern Disaster Recovery, LLC **Contact Info:** **Al McClaran, CEO** 109 White Oak Road Greenville, SC 29609 Phone: (864) 591-7797 Email: al@gosdr.com	**455405**	
6	TFR Enterprises, Inc. **Contact Info:** **Tiffany Jean, Contract Manager** 601 Leander Drive Leander, TX 78641 Phone: (512) 565-0710 Email: tiffany@tfrinc.com	**455389**	

PID No.	Project Name	Bid No.	Bid Issue Date	Bid Opening Date	Engineer's Estimate	Award Date	Award Amount

Project Duration/ days	Construction Start Date	Estimated Completion Date	EngineeringPM	Construction Chief Inspector

Request for Proposal #23-04

Reflection Pond Repair and Upgrades

Proposals due by May 12, 2023
At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708

CONTACT:
Jay Hatch, Recreation Director
Phone: (727)392-0665
Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of assisting with repairs and improvements to the Reflection Pond located in ROC Park at 200 Rex Place, Madeira Beach FL.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on May 12th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Reflection Pond Repair and Upgrades

300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

a. 30-days for cause

b. 90-days without cause

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

a. That the respondent acted in good faith in submitting the submittal.
b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

(3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

(4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

(6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

(8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(10) If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach, Attn: City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231 or cvanblargan@madeirabeachfl.gov

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked "RFP #23-04 - Re: Request for Proposal for Reflection Pond Repair and Upgrades".

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	**DATE**
Advertisement for Proposal & RFP Issued	April 11, 2023
Site Visit at Reflection Pond	April 26, 2023 at 10:00am
Questions Due	May 3, 2023 by 10:00am
RFP Submittal Date	May 12, 2023 at 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall -** located at 300 Municipal Dr. Madeira Beach, FL 33708
- **Reflection Pond –** located in ROC Park at 200 Rex Place, Madeira Beach FL 33708.
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR

PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The city is in search of a company to:

- Evaluate the existing condition of the Reflection Pond. Identify leaks, breaks, and other necessary areas of repair.
- Remove and resurface existing reflection pond flooring and install waterline tile around entirety of pond.
- Repair rock work including wall caps and veneer on vertical walls where missing and/or loose. Properly seal all stone surfaces.
- Evaluate existing autofill to ensure proper operation.
- Repair/replace pool equipment and plumbing to ensure proper and consistent operation. Ensure weeping wall and waterfall/water sheet features are in proper working order.
- Install automated chemical control system to regulate proper water composition.
- Proposal should include any and all demolition/tear down/etc. as well as any necessary debris removal.
- *Optional* - Install a 2-3ft barrier fence around front of the fountain to deter patrons and/or animals from entering the pond.

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:

   Company Name: _____

   Address: _____

   _____

   Phone #: _____

   Email Address: _____

   Name of Authorized Representative: _____

2. Please attach a proposed quote. Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: _____

4. References:
   (A) Name of Entity:_____
   Nature of Services Provided: _____
   _____

   Contact Name: _____
   Contact Phone Number: _____

   (B) Name of Entity: _____
   Nature of Services Provided: _____
   _____
   Contact Name: _____
   Contact Phone Number: _____

   (C) Name of Entity: _____
   Nature of Services Provided: _____
   _____
   Contact Name: _____
   Contact Phone Number: _____

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent Title

Printed Name Date

Pools, Renovations and Complete Backyard M s

DATE	05-04-2023	ESTIMATE	X
ESTIMATOR	Joe Major	CONTRACT	

HOLLYWOOD POOLS AND SPAS OF FLORIDA, INC.
10550 72nd st n Unit 501 Largo, Fl. 33777
PHONE NUMBER 727-546-1922 LICENSE # CPC 1458531

OWNER	City of Madeira Beach Attn:Max Michalski	**SALES CONTACT**	Joe Major 727-265-0602
ADDRESS	300 Municipal Drive	**CITY, STATE, ZIP**	Madeira Beach Fl, 33708
PHONE	727-509-7167	**CELL**	
EMAIL	mmichalski@madeirabeachfl.gov		

ITEM	DESCRIPTION	QTY	PRICE
Equipment	3HP VS Pump w/150 Cartridge Filter (Main Pond Circulation)	1	2,800.00
	1.5HP VS Pump w/150 Cartridge Filter	1	2,250.00
	5HP Super Duty Flo Pump (Sheer Descents) (w/4 150 cart. Filt.)	2	15,080.00
	Intellicenter System	1	4,975.00
	Salt System	1	1,950.00
Plumbing	All plumbing repairs/manifold migration/Installation of new equipment		TBD
	Will quote any plumbing or electrical based on extent of equipment selections and findings from wall inspections. Leaks present to wall feature could vary in cost based on conditions or scope of repair. Sheer descent pumps have incorrect inlet pipe sizes and cause abnormal wearing of equipment. Quoted equipment would correct pipe feed issues and allow for proper flow.		
	****PLANS, PERMITS & DISPOSAL FEES (IF APPLICABLE) WILL BE BILLED ADDITIONALLY TO CONTRACT**	N/A	

	TOTAL	TBD
30% Due at Signing	**DEPOSIT DRAW**	
40% Due after Demo Completed	**2ND DRAW**	
29% Due when ready for Interior	**3RD DRAW**	
1% Due at Start Up	**FINAL POOL DRAW**	

This document, when properly signed by both parties or their agents, constitutes a contract between Hollywood Pools and Spas of Florida, Inc. and the undersigned owner of the real property located as indicated above, at the price, terms and conditions herein set forth on all 3 pages of this form. INSPECTIONS HAVE NO BEARING ON PAYMENT OF DRAWS REQUIREMENTS

Any changes or additions to this contract must be submitted on a work change order signed by both parties and paid for upon signing.

I understand and accept the conditions of the contract. Accepted by:

_____
Owner

_____
Customer Acceptance Date

_____
Contractor Acceptance Date

766

NEW POOL CONSTRUCTION SPECIFICATIONS

POOL SIZE: MIN WIDTH MAX WIDTH	RETAINER WALL
MIN LENGTH MAX LENGTH	HANDRAIL
MIN DEPTH MAX DEPTH	LIGHT & TRANSFORMER
BOBCAT SHUTTLE	
TILE 6X6 WATERLINE	HEATER: SOLAR GAS HEAT PUMP THERMAL
ADJUSTABLE INLETS	**GAS HOOK UP NOT INCLUDED
BOTTOM DRAINS	ELECTRICAL HOOK UP AT THE PUMP
	**GFI /GFCI BY OWNER IF NECESSARY
COLOR TBD	** Home runs of Gas, water, electrical, etc. Not Included
PEBBLE FINISH	FOOTER LN FEET:
PUMP Pentair H.P.	CONCRETE SQ FEET:
PUMP H.P.	KOOL DECK SQ FEET:
FILTER SAND CART	ACRYLIC DECK SQ FEET:
NEW POOL KIT POLE, HOSE, HEAD, BRUSH, LEAF SKIMMER COMPLIMENTS WITH EVERY POOL	PAVERS STYLE:
TEST KIT	COPING
STARTER CHEMICALS	DECK-O-DRAIN 3” with removable grates
SWIMOUT	SCREEN
SUN SHELF	SPA RAISED 18”
BEACH ACCESS	WATER FEATURE
AUTOMATIC CHLORINE FEEDER	WATER FEATURE
SALT SYSTEM Yes	WATER FEATRUE
AQUA RITE	LIGHT WHEEL
AUTOMATION TBD	CUSTOM

AGREED CONDITIONS

This contract is subject to cancellation if not accepted by the Hollywood Pools and Spas of Florida Inc, within (15) days from the date of execution as indicated above on page 1.

Upon non-payment of any installation at its maturity, all remaining installations due shall at the option of Hollywood Pools and Spas of Florida , Inc or its assignee, become immediately due and payable, and Owner, jointly or severally, irrevocable authorized any attorney- at- law to appear for him in court, at any time hereafter, and compel judgment, without process, in favor of Hollywood Pools and Spas of Florida Inc or its assignee of this instrument for such full amount as may appear to be unpaid thereon, together with costs and reasonable attorney’s fees, hereby ratifying and confirming all that said attorney may do by virtue hereof and agree that no appeal or writ or error shall be prosecuted on the judgment or bill in equity filed to interfere with its duration, and release all errors intervening in entering up the judgment or issuing execution thereon and consent to an immediate issuance or execution. Owner hereby waives notice of non-payment, protest, present and demand. **PLEASE READ PAGE 3 BEFORE SIGNING**

Pool leak detection is recommended on every project prior to start of work. Detection price is $295.00 Hollywood Pools and Spas will not be responsible for any leaks not identified prior to commence of work.

_____ Accept _____Date _____Decline _____Date

CONTRACTOR

Shall not be liable for damage resulting from natural causes beyond his control, flood, war, surface drainage, ground swells, sand slides, sink holes, shifting of any other natural causes, damage or discoloration to pool and equipment due to improper or inadequate use of chemicals or neglected by owner, his agents or invitees. Including any and all types of injury or death, slips, falls, punctures, cuts, ect. during and after construction or duties performed.

CONTRACTOR’S RESPONSIBILITIES

The contractor agrees to supply all labor, materials, equipment and supplies necessary to perform and complete the work described in the contract documents in a workmanlike manner, and to comply w laws, ordinances and regulations of federal, state, county, and city with respect to the performance of th work and the fulfillment of this agreement. Certificates of insurance will be furnished to the Purchaser upon request. The contractor shall regularly remove trash and construction debris from the purchaser’s premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the contractor unless specifically spelled out in this agreement. Minor variations in the dimensions or elevations

Pools, Renovations and Complete Backyard M s

DATE	05-02-2023	ESTIMATE	X
ESTIMATOR	Joe Major	CONTRACT	

HOLLYWOOD POOLS AND SPAS OF FLORIDA, INC.
10550 72nd st n Unit 501 Largo, Fl. 33777
PHONE NUMBER 727-546-1922 LICENSE # CPC 1458531

OWNER	City of Madeira Beach Attn:Max Michalski	**SALES CONTACT**	
ADDRESS	300 Municipal Drive	**CITY, STATE, ZIP**	Madeira Beach Fl, 33708
PHONE	727-509-7167	**CELL**	
EMAIL	mmichalski@madeirabeachfl.gov		

ITEM	DESCRIPTION	QTY	PRICE
Leak	Leak Detection with pressure testing (fountain water MUST be clear for service)		950.00
Pool	Drain pool and remove plug for renovation		2,500.00
Demo	Hydro-Blast existing interior, Prep around all existing fittings and main drain, Demo all existing coping and prep for new install, Apply Bond-Kote and prep surface for new interior installation. (Includes stone "patching" in areas of raised wall)		7,250.00
	(Inspect raised wall and assess water issue/repair cost TBD)		TBD
Tile	Install new waterline tile up to 185' (Up to $5.00 per sq ft Inc.)		6,475.00
Coping	Install new Shellock coping up to 185'		9,250.00
Interior	Install new Pebble Sheen (Pigmented) interior (darker colors inc.)		17,250.00
Plumbing	Inspect and Improve if necessary (Cost plus 30%)		TBD
Electrical	Upgrade electrical to existing pool equipment		5,400.00
	Note : Any findings with leak detection will dictate how extensive repair options may be. Plumbing costs as well as equipment cost will be determined after leak detection has been performed. Attached you will also find an estimate for complete replacement of equipment and reconfiguration cost.		
	**PLANS, PERMITS & DISPOSAL FEES (IF APPLICABLE) WILL BE BILLED ADDITIONALLY TO CONTRACT	N/A	

	TOTAL	49,075.00
30% Due at Signing	**DEPOSIT DRAW**	14,722.50
40% Due after Demo Completed	**2ND DRAW**	19,630.00
29% Due when ready for Interior	**3RD DRAW**	14,231.75
1% Due at Start Up	**FINAL POOL DRAW**	490.75

This document, when properly signed by both parties or their agents, constitutes a contract between Hollywood Pools and Spas of Florida, Inc. and the undersigned owner of the real property located as indicated above, at the price, terms and conditions herein set forth on all 3 pages of this form. INSPECTIONS HAVE NO BEARING ON PAYMENT OF DRAWS REQUIREMENTS

Any changes or additions to this contract must be submitted on a work change order signed by both parties and paid for upon signing.

I understand and accept the conditions of the contract. Accepted by:

_____
Owner

_____
Customer Acceptance Date

_____
Contractor Acceptance Date

769

NEW POOL CONSTRUCTION SPECIFICATIONS

POOL SIZE: MIN WIDTH MAX WIDTH	RETAINER WALL
MIN LENGTH MAX LENGTH	HANDRAIL
MIN DEPTH MAX DEPTH	LIGHT & TRANSFORMER
BOBCAT SHUTTLE	
TILE 6X6 WATERLINE	HEATER: SOLAR GAS HEAT PUMP THERMAL
ADJUSTABLE INLETS	**GAS HOOK UP NOT INCLUDED
BOTTOM DRAINS	ELECTRICAL HOOK UP AT THE PUMP
	**GFI /GFCI BY OWNER IF NECESSARY
COLOR TBD	** Home runs of Gas, water, electrical, etc. Not Included
PEBBLE FINISH	FOOTER LN FEET:
PUMP Pentair H.P.	CONCRETE SQ FEET:
PUMP H.P.	KOOL DECK SQ FEET:
FILTER SAND CART	ACRYLIC DECK SQ FEET:
NEW POOL KIT POLE, HOSE, HEAD, BRUSH, LEAF SKIMMER COMPLIMENTS WITH EVERY POOL	PAVERS STYLE:
TEST KIT	COPING
STARTER CHEMICALS	DECK-O-DRAIN 3” with removable grates
SWIMOUT	SCREEN
SUN SHELF	SPA RAISED 18”
BEACH ACCESS	WATER FEATURE
AUTOMATIC CHLORINE FEEDER	WATER FEATURE
SALT SYSTEM Yes	WATER FEATRUE
AQUA RITE	LIGHT WHEEL
AUTOMATION TBD	CUSTOM

AGREED CONDITIONS

This contract is subject to cancellation if not accepted by the Hollywood Pools and Spas of Florida Inc, within (15) days from the date of execution as indicated above on page 1.

Upon non-payment of any installation at its maturity, all remaining installations due shall at the option of Hollywood Pools and Spas of Florida , Inc or its assignee, become immediately due and payable, and Owner, jointly or severally, irrevocable authorized any attorney- at- law to appear for him in court, at any time hereafter, and compel judgment, without process, in favor of Hollywood Pools and Spas of Florida Inc or its assignee of this instrument for such full amount as may appear to be unpaid thereon, together with costs and reasonable attorney’s fees, hereby ratifying and confirming all that said attorney may do by virtue hereof and agree that no appeal or writ or error shall be prosecuted on the judgment or bill in equity filed to interfere with its duration, and release all errors intervening in entering up the judgment or issuing execution thereon and consent to an immediate issuance or execution. Owner hereby waives notice of non-payment, protest, present and demand. **PLEASE READ PAGE 3 BEFORE SIGNING**

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CONTRACTOR

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CONTRACTOR'S RESPONSIBILITIES

The contractor agrees to supply all labor, materials, equipment and supplies necessary to perform and complete the work described in the contract documents in a workmanlike manner, and to comply with all laws, ordinances and regulations of federal, state, county, and city with respect to the performance of its work and the fulfillment of this agreement. Certificates of insurance will be furnished to the Purchaser upon request. The contractor shall regularly remove trash and construction debris from the purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the contractor unless specifically spelled out in this agreement. Minor variations in the dimensions or elevations are normal and shall not affect the validly of this contract.

SITE CONDITIONS

In the event that excessive ground water is encountered, the contractor will may at his discretion either raise the pool elevation, decrease the depth or try to obtain contractual depth by other means such as well points, each or all at an additional cost to the Purchaser. Should unknown physical conditions below the surface be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the work to be performed in this contract, causing the necessity for extra labor or materials to complete this work, the Purchaser agrees to pay for this cost. This includes excessive clay deposits, leveling of pool bond beams, repairing or bringing non-standard, dilapidated or outdated items current, existing drainage problems, removal of algae or excessive delamination's (Hollow Spots) in existing pool or deck finish and raising of patio or screen doors. If it is determined by the Contractor or Purchaser that the cost of this extra work would be prohibitive or that the physical conditions below the surface prohibit completion of this agreement, the Purchaser agrees to pay Contractor for all labor and materials used in the work completed. If it becomes necessary to install one or more well points (minimum charge of $500.00) to remove the excess ground water or to install submersible or overhead pumps the Purchaser agrees to pay the additional charge upon receiving an invoice. All electrical work requiring a licensed electrician is not included in the price of this contract. Pricing for propane tanks, natural gas lines, electrical and panel upgrades are not included in this contract. Purchaser agrees at their expense to supply all home runs for gas, water and electrical including GFI to the specified location for the pool equipment.

ACCESS

Purchaser agrees to furnish access to the job site, including access for heavy equipment and understands that damage in the area is inevitable. The Purchaser further agrees that the contractor will not be responsible for relocation, replacement or damage to lawn, septic, sewer or sprinkler systems, shrub, trees, fences driveways seawalls, seawall tie backs, curbs, well or other underground utilities that are in the equipment access, pool or deck areas. Damage to personal items such as lawn furniture or portable plants left in the construction areas will be the homeowner's responsibility. Moving of furniture, plants etc. from decks and construction area will be billed separately.

PROPERTY TITLE

The Purchaser warrants that he/she owns the land upon which the pool is to be built or has full authority from the owner thereof to enter into this contract, and the owner will indemnify and hold harmless the contractor in all matters arising on this contract.

PRELIMINARY COSTS

Should the Purchaser terminate this contract prior to the construction commencement, the deposit shall be retained by the Contractor in satisfaction of preliminary costs or a 30% cancellation fee. However, this contract may be cancelled within three (3) days following the date of Purchaser's signature or verbal authorization without penalty. Should customer cancel this agreement after commencement of work, contractor reserves the right to a 30% cancellation fee plus payment for stages of work which have been completed

PURCHASER'S RESPONSIBILITIES

The Purchaser agrees to pay the Contractor for the performance of its work, subject to additions and deductions for changes and/or charges. Payments must be made on schedule or work will stop until such payments are made. Late payments will void any free items or credits included in this contract. Purchaser agrees to pay all costs incurred because of non-payment or other breach of contract by the Purchaser including interest and fees for litigation. Work will be re-scheduled upon payment and existing completion dates will be adjusted accordingly. The Purchaser agrees to furnish all surveys describing the physical characteristics, legal limitations and utility locations for the job site and a legal description of the site, including Deed restrictions. The Purchaser agrees to furnish water, and electrical power, at his/her expense, including the initial filling of the pool, needed to complete the terms of this contract. Dump & material disposal fees will be billed at cost (if applicable) to homeowner and are not included in price. Work damaged or having to be repaired because of weather conditions, acts of God or customer shall be homeowner's responsibility and in addition to this contract. Staining of new surfaces from old, rusted lights, ladders, returns or other items are the responsibility of homeowner. Non-standard vendors or items selected by homeowner may increase price of contract or estimate. Tile material billed separately

All changes or additions to this contract shall be authorized by a signed addendum executed by the Purchaser and the Contractor. Charges for such items shall become due when billed and paid for before the existing construction schedule continues. This contract may not be modified except by written instrument signed by both parties. Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address.

NOTICES

Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address. All notices sent by United States mail shall be by certified, registered, or proof of delivery receipt. It is understood that THERE ARE NO OTHER UNDERSTANDINGS, PROMISES OR AGREEMENTS THAT EXIST THAT ARE NOT REPRESENTED IN THIS AGREEMENT. NO VERBAL AGREEMENTS ARE VALID unless put forth in writing herein. Purchaser acknowledges that he/she has read and received a complete legible copy of this contract. Upon acceptance, the Purchaser shall receive a signed copy and upon its receipt authorizes the Contractor to complete the work as specified.

All equipment and accessories furnished by the Contractor will remain the property of the Contractor and no warranty will be honored until all invoiced payments have been made. Failure to make such payments as invoiced will be considered a breach of contract and under this breach of contract the Contractor has the right to remove the furnished pool equipment and/or accessories even if they are attached to real estate. Outstanding balances on items completed beyond 30 days shall permanently void all warranties & guarantees.

In the event buyer has supplied dimensions, drawings, surveys or requests for the purposes of pricing this contract the price may be increased if subsequent inspection or municipalities determines the work to be completed would be unable to permit as requested or the dimensions supplied are different than those supplied by buyer.

Work under this contract is deemed complete when contractor's materials are installed. Buyer agrees that there are no warranties in effect and final inspections will not be called in until the contract is paid in full and that buyer will be responsible and liable for any damages that may occur for not adhering to the terms and conditions of this contract or delays. Contractor shall not be liable under any circumstances for incidental or consequential damages, and no claim for damages shall be greater in amount than the price of this contract. It is common for minor punch-out items and final clean-up to extend beyond the time final draw is due. A maximum of a $200 hold back will be allowed without penalty of late payment. No free or specially priced items will be installed unless all invoices have been paid in full and on time. Draws are due the morning work is to be completed for designated stages. If full payment is not on site morning of completion, work shall not be completed and a $500 trip charge will be billed to homeowner and future draws will be paid in advance. This or any late payment will void any credits, special discounts or free items included in this contract.

WARRANTY

The contractor warrants its work to be free from defects in material and workmanship for a period of one year after the completion date or pool has been filled with water. If any defects should appear within such a time, the contractor shall remedy such defect without any cost to the purchaser provided the purchaser has complied in full with the terms of payment and other conditions of this contract. Purchaser's failure to make full payment to contractor according to this contract and work orders shall void this warranty.

The contractor warrants the concrete shell on new pool construction against structural defects to the original purchaser for ten years. Purchased or assembled accessories and/or equipment installed under this contract carry the manufacturer's warranty and the contractor neither warrants or guarantees such equipment beyond or in excess of the manufacturer's warranty. The servicing or replacement of such items shall be charged for if they exceed the limits of said manufacturer's warranty. Imperfections, such as Interior finish and deck discoloration, hairline cracks in pool, tile, expansion cracks in decks and tile, which is inherent to this type of construction are not warranted. Etching, pitting and scaling of the interior pool finish is caused improper water chemistry and will not be warranted. Interior finishes are warranted only in areas where the material touches. Other areas such as plumbing, skimmers, main drains and light niches, unless contracted separately, are not warranted. All equipment shall be new unless otherwise specified. Defects or failures caused by mistreatment or neglect shall be repaired or serviced at purchaser's expense. There are no other warranties, either expressed or implied.

ACCEPTANCE BY PURCHASER

The terms and conditions of this contract are fully understood by the Purchaser. The prices, specifications, conditions, and payment schedule are satisfactory and are hereby accepted. It is understood that this Agreement may be cancelled without penalty within three (3) days following the date of Purchaser's signature or verbal authorization of work to be performed.

_____ **DATE** _____

CUSTOMER

771

[e] Request For Proposal #23-04

David C Kloote <dkloote@aol.com>

Mon 5/8/2023 12:10 PM

To: Hatch, Jay <jhatch@madeirabeachfl.gov>

Mr. Hatch,

This responds to the City's request for proposal #23-04.

We have visited the site and have interest in assisting the City with Reflection Pond Repair and Upgrades. Given the lack of as-built information and concealed conditions, it is our opinion, the work could be **value-engineered** successfully to complete Part B Scope of Services listed on page 7 of the RFP. We would propose to negotiate with the City with respect to schedule and probable costs to repair and upgrade.

We would be happy to meet with the City to discuss details if you would like to pursue this course of action.

Thank you

Dave Kloote

Please confirm receipt of email

Kloote Contracting, Inc
PO Box 339
Palm Harbor, FL 34682
727.785.6800 O
727.463.4617 C
dave@kloote.com
www.kloote.com

Confidentiality Notice: The information included in this e-mail, including any attachments, is for the sole use of the intended recipient and may contain information that is confidential. Any unauthorized review, use, disclosure, distribution or similar action is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the original message immediately

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

G&M - Remodeling and Restoration Services, LLC - CGC1527373
7723 40th Terrace N.
Saint Petersburg, FL 33709
727-902-1239
jfisher@gm-remodelingandrestoration.com
www.gm-remodelingandrestoration.com

G&M
Remodeling and Restoration

Estimate

ADDRESS
Megan Wepfer
Madeira Beach Parks and Recreation
200 Rec Pl
Madeira Beach, FL 33708

ESTIMATE # 1055
DATE 09/17/2019
EXPIRATION DATE 09/30/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/17/2019		Madeira Beach Projects			
09/17/2019	Sales	Roc Park - Softball/Baseball Field - Add Pro Channel drain to existing sidewalk curb to minimize drainage into ocean. Labor consists of removal of paver and/concrete; install new drain, install catch basin drain boxes to lead back to main water pump; excavate area to lead back to main water pump area; re-installation of pavers, concrete and sod. Repaint area if needed. Labor cost only	1	8,400.00	8,400.00
09/17/2019	Sales	Roc Park - drain, new sod, sump pumps and possible concrete/pavers materials to match existing area. Material costs. See drain product below as an option: NDS 5" Pro Channel Drain Kit with Metal Grate This material cost is only a budgeted numbers based on what will be needed to complete the job. Material costs can vary between amounts, finishes and quality	1	6,000.00	6,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AM
09/17/2019	~~Sales~~	Per Owner request, need about 120 LF of concrete side walk (5ft wide, 4" thick). Price includes labor and material to complete concrete work. Total concrete yards: 8 yards.	8	911.25	7,290.00
09/17/2019		SEE ATTACHED PROPOSED DRAINAGE SYSTEM AS WELL AS THE SITE PLAN FROM WHICH CONCRETE LINEAR FOOTAGE WERE DERIVED.			

TOTAL $21,690.00

40000

19310

6-7 ons

12000

Accepted By

Accepted Date

Press and move to zoom.

LAWSON DECK DRAIN WITH GRATE, 10 SECTION

Product Code: ISPKG50

Deck Drain with Grate. Sold per 10 foot section.

About Drain the Deck™:

Many of today's deck drains are too narrow and have open space insufficient for excess water flow from heavy rains or hosing during maintenance. Grate Technologies offers an excellent solution to your flooded deck problems.

Grate Technologies Drain the Deck is a high grade UV-stabilized PVC trench drain that consists of an extruded base and quality molded PVC grates. At 4" wide by 3.5" deep, our deck drain system contains an open area of 25% for water flow and a gap in compliance with ADA regulations. Grates are modular and interlocking for easy and inexpensive section replacement in the rare event of accidental breakage.

Available in 10-foot lengths with 45° and 90° corners or can be custom made to order. Outlet sizes are 1.5", 2" or 3".

You will be able to choose the color when you add the item to your cart.

Available Colors

WHITE BONE GRAY

Note: Colors are representative of the actual product color. Screen monitor settings and printer ink may cause variability.

Ten year warranty.

$225.22 /EA

Qty EA

Add to My Shopping Cart

LegSupply.com
The Commercial Leg Supply Specialists!™

No. F00 - 56559

West Coast FENCE, CORP.

1977 — 41st Anniversary — 2018

Member of Local Chambers of Commerce

Lic. # C7050
6500 - 49th Street North
Pinellas Park, Florida 33781
(727) 522-4111 • (727) 527-0669
Fax (727) 525-6939
Email: westcoastfence1@verizon.net
Website: westcoastfence.com
Toll Free: 866-212-8341

AFA American Fence Association

DATE 6/23/2020

DATE PROMISED ALLOW 5 WEEKS OUT
WORKING DAYS WEATHER PERMITTING

PHONE (H) 392-0665
PHONE (W) C/O REC COORDINATOR
CELL MAX MICHALSKI
FAX
SALESMAN BRIAN G

NAME CITY OF MADEIRA BEACH
ADDRESS REC CENTER-200 ROSE PLACE
MAD. BEACH 33708
JOB SITE SPLASH PAD

Sample of ELEVATION

☐ Fence to be level with highest grade. Top rail to be straight. Bottom off of ground.

Fence to sit on highest grade. Bottom off of ground.

EMAIL 2 PAGES TO: MMICHALSKI @ MADEIRABEACH FL.GOV

CUSTOMER IS RESPONSIBLE TO FILL GAPS BETWEEN BOTTOM OF FENCE & GROUND

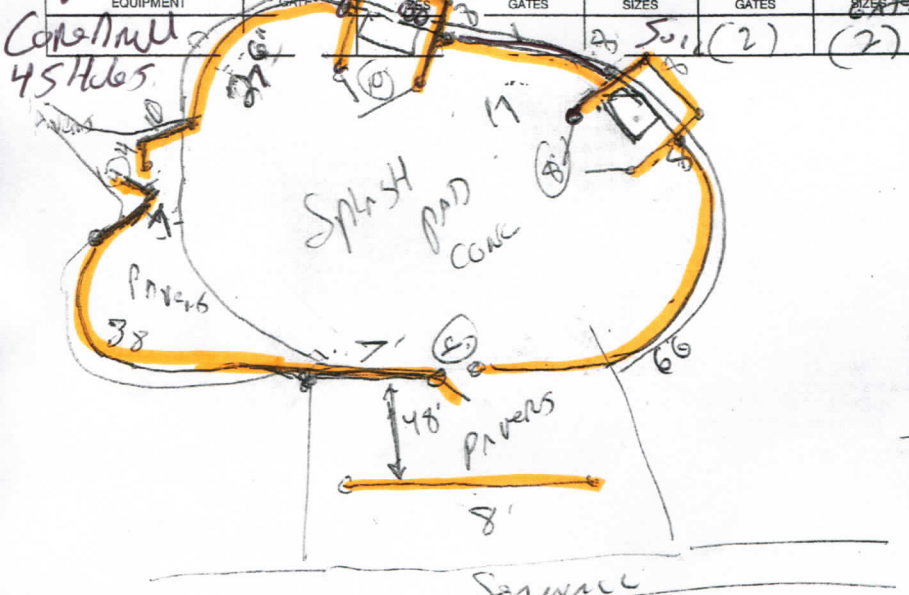
WIRE GAUGE	ALL GALVINIZED
DIAMETER LINE POST	DIAMETER END POST
	2½ 2½"

VINYL WIRE GALVINIZED FRAME	ALL VINYL
DIAMETER CORNER POST	DIAMETER GATE POST
	10' SOLL

TOP RAIL	BOTTOM WIRE
BARB WIRE	BOTTOM RAIL

CENTER'S	CYPRESS
6FT	
FACE	PT PINE
IN OUT	

SPECIAL EQUIPMENT	ROLL GATES	FRAME GATES	DRIVE GATES	FRAME SIZES	WALK GATES	FRAME SIZES
CONCRETE 45 HOLES				20 SOLL	(2)	(2)



WEST COAST INSTALLERS ARE NOT RESPONSIBLE FOR UNDERGROUND TELEPHONE, WATER, SEWER, ELECTRIC, OR SPRINKLER LINES

Customers are responsible for clearing vegetation from fence line. "Shoulder Width Path"

OBSTRUCTION'S - WHO REMOVES	CUSTOMER	US
Bushes	(Yes)	No
Shrubs	(Yes)	No
Branches	(Yes)	No
Trees	(Yes)	No
Roots	(Yes)	No
Vines	(Yes)	No
Old Fence		

MATERIAL	$5566.35
DELIVERY CHARGE	
SUBTOTAL	
TAX	EXEMPT
MATERIAL ONLY DELIVERED	
REMOVAL/LABOR	C
LABOR	$2466.00
PERMIT	INCL
NOC CHG.	
TOTAL SALE	$8032.35
DEPOSIT	
C.O.D.	

TOTAL $8,032.35

Description of Work 261'± 4' TALL BLACK COMMERCIAL LIFEGUARD ALUMINUM FENCE INCL 2-4' WIDE WALK GATES, 1-8' WIDE DOUBLE GATE AND 1-16' WIDE DOUBLE GATE. ALL GATES W/ MAGNA LATCHES. POST 2½" X 2½"

NO WARRANTY ON ALL GATES
SEE REVERSE SIDE FOR CONSUMER INFORMATION AND WARRANTY INFO.

Customer Signature _____

Terms: COLLECT ON DELIVER. A SERVICE CHARGE will be made on upaid balance. Compounded at periodic rate of 1.5% (Annual Rate of18%). NOTE: The Buyer agrees that above merchandise shall remain the property of seller until fully paid. Also agrees to pay attorney fees for collections if necssary.

WEST COAST FENCE CORP. OFFERS SUBJECT TO THE APPROVAL OF ITS CREDIT DEPARTMENT AND ITS ENGINEERING REPRESENTATIVE TO FURNISH ALL MATERIALS AND LABOR TO THE UNDERSIGNED CUSTOMER FOR THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH THE PLAT AND ALL THE TERMS (INCLUDING SPECIFICATIONS AND PRICE) SET FORTH HEREIN

CUSTOMER HEREBY AUTHORIZES WEST COAST FENCE CORP, A QUALIFIED CONTRACTOR (LICENSED IF REQUIRED BY LAW), TO INSTALL SAID MATERIALS ON SAID PROPERTY AS PROVIDED HEREIN

CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR THE LOCATION OF THE LINE UPON WHICH SAID FENCE MATERIALS ARE TO BE INSTALLED AND CUSTOMER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY WEST COAST FENCE CORP. FROM AND AGAINST ALL CLAIMS LIABILITIES AND EXPENSES FOR INJURY, DEATH OR DAMAGE TO PERSONS, PROPERTY DAMAGE, TRESPASS AND ALL OTHER DAMAGE OR LOSS ARISING OUT OF THE INSTALLATION OR LOCATION OF SAID FENCE MATERIALS. ALL EXCESS MATERIALS SHALL REMAIN THE PROPERTY OF AND BE RETURNED TO WEST COAST FENCE CORP. NEITHER WEST COAST FENCE CORP. NOR ITS CONTRACTOR SHALL BE RESPONSIBLE OR LIABLE FOR DELAY, DAMAGE OR DEFAULT HEREUNDER WHERE OCCASIONED BY WAR, STRIKES, SHORTAGES OF LABOR, MATERIAL OR TRANSPORTATION. ACTS OF CIVIL OR MILITARY AUTHORITIES OR OTHER CAUSES BEYOND THE CONTROL OF SAID PARTIES THE UNDERSIGNED CUSTOMER HEREBY EXPRESSLY WAIVING ALL SUCH CLAIMS.

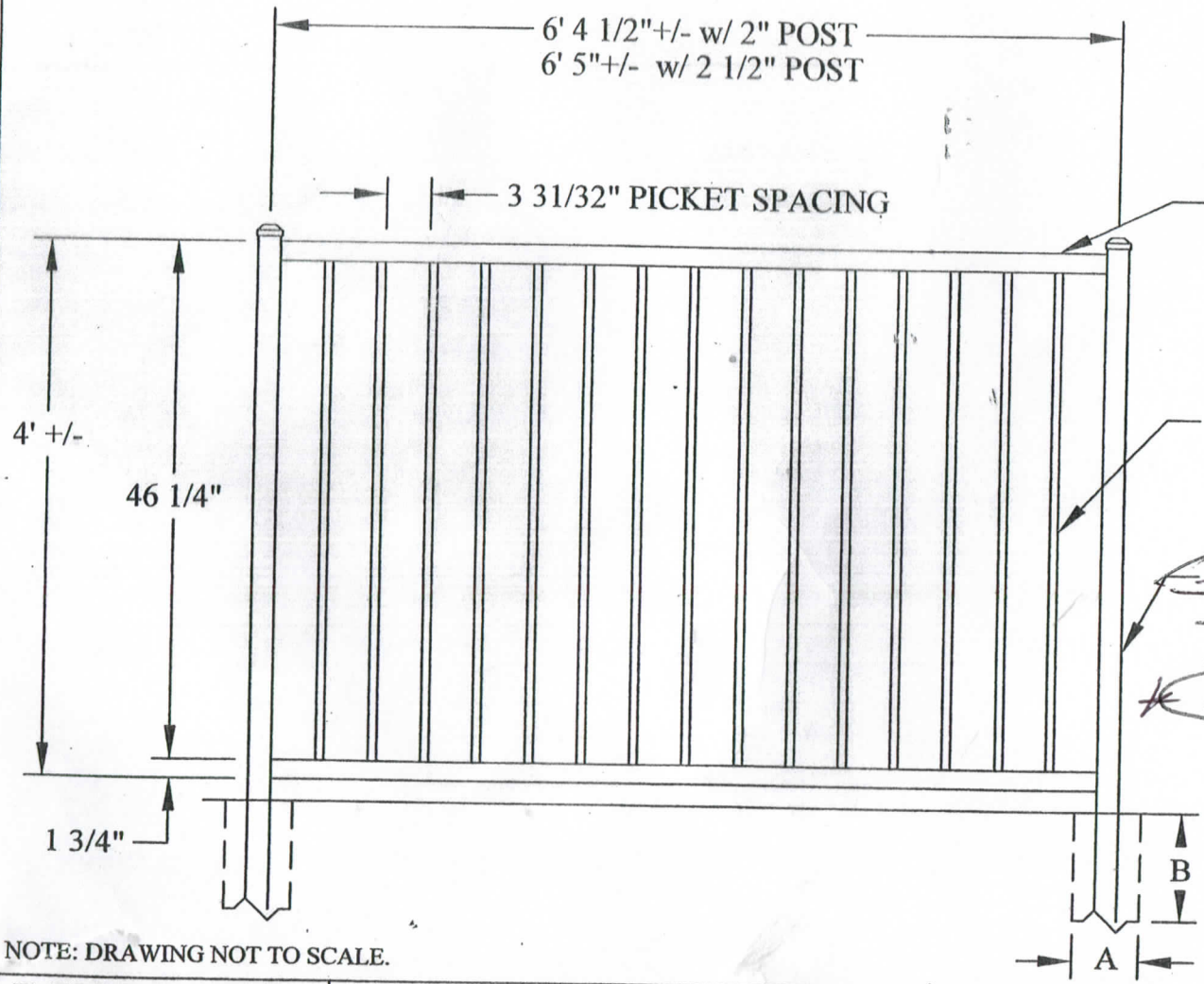
CUSTOMER AGREES TO PAY THE CREDIT SALE PRICE SET FORTH HEREIN IN INSTALLMENTS AS PROVIDED IN THE AGREEMENT (OR OTHER CREDIT SALE AGREEMENT) IN EFFECT BETWEEN CUSTOMER AND WEST COAST FENCE CORP. OR IN LIEU THEREOF CUSTOMER AGREES TO PAY THE CASH PRICE FORTH HEREIN AT THE TIME OF THE ACCEPTANCE OF THIS PROPOSAL BY CUSTOMER

THIS PROPOSAL AND SAID PAYMENT AGREEMENT (OR OTHER CREDIT SALE AGREEMENT) IF ANY SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND WEST COAST FENCE CORP. WITH RESPECT TO THE SALE AND INSTALLATION OF SAID MATERIALS AND THE SAME MAY HEREAFTER BE AMENDED OR MODIFIED ONLY BY A WRITTEN AGREEMENT SIGNED BY CUSTOMER AND BY THE DULY AUTHORIZED REPRESENTATIVE OF WEST COAST FENCE CORP

IN THE EVENT THAT THIS PROPOSAL BY WEST COAST FENCE CORP. ENGINEERING REPRESENTATIVE AND (IF A CREDIT SALE) OUR CREDIT DEPARTMENT, ANY PAYMENT MADE HEREUNDER SHALL BE REFUNDED TO CUSTOMER AND THIS PROPOSAL SHALL THEREUPON BE NULL AND VOID AND OF NO FURTHER EFFECT

WEST COAST FENCE CORP RESERVES THE RIGHT TO MAKE ADDITIONAL CHARGES TO THE CUSTOMER IN THE EVENT UNUSUAL GROUND CONDITIONS SUCH AS ROCK FORMATION IMPEDE THE INSTALLATION HEREIN DESCRIBED SUCH ADDITIONAL CHARGES SHALL BE BASED ON ACTUAL ADDITIONAL LABOR REQUIRED TO COMPLETE INSTALLATION UNDER THE CIRCUMSTANCES.

ELITE
FENCE PRODUCTS INC.
ORNAMENTAL ALUMINUM FENCE



NOTE: DRAWING NOT TO SCALE.

STANDARD POST

~~2"X2" POST .060 WALL ALLOY 6005-T5~~
~~2"X2" POST .080 WALL ALLOY 6005-T~~
~~2"X2" POST .125 WALL ALLOY 6005-T5~~
~~2 1/2"X2 1/2" POST .075 ALLOY 6005-T5~~

GATE POST

West Coast
FENCE, CORP.
U-CART CONCRETE, INC.
INSTALLED OR DO IT YOURSELF SUPPLIES
6500 - 49TH STREET NORTH
PINELLAS PARK, FL 33781
(727) 522-4111 FAX (727) 525-6939
CALL FOR FREE ESTIMATES
LIC # C7050

LIFEGARD COMMERCIAL	COLOR	PROJECT	OWNER/CONTRACTOR	DATE
	Black	City of Mad. Bch Rec - Splash Pad		6/24/2

Shower Tower, Inc.
970 Country Club Road
Sanford, FL 32773

Estimate

Date 6/2/2020
Estimate # 467

Name / Address

City of Madeira Beach
Marina / Maintenance Dept.
503 150th Ave.
Madeira Beach, FL 33708

P.O. #
Terms Net 30

Due Date 7/2/2020
Other

Description	Qty	Rate	Total
1-station Shower Tower Sandstone color with control valve at 48" height	1	1,495.00	1,495.00
hose bib option	1	75.00	75.00
Shipping & Handling	1	215.00	215.00

Subtotal	$1,785.00
Sales Tax (6.0%)	$0.00
Total	$1,785.00

Shower Tower, Inc.
mark@showertower.com
www.showertower.com
Ph. 1-800-330-9073
407-328-9942

TRIANGLE POOL SERVICE

PHONE NO. 531-0473

12801 SOUTH BELCHER ROAD, LARGO FL 33773

531-6565

FAX 531-8851

Serving Pinellas County Since 1959

Madeira Beach Rec.
200 Rex Place
Madeira Beach, FL 33708

January 9, 2019

Dear Jay,

An inspection was conducted on your equipment by Steve Eaton, Operations Director for **Triangle Pool Service,** for the purpose of an estimate to install an Intelli-Pro Pump on the splash pad.

Triangle Pool Service is pleased to submit the following bid;

ESTIMATE TO INSTALL AN INTELLI-PRO PUMP ON THE SPLASH PAD:

1) **Intelli-Pro 011057 Variable Speed Pump. (1 year warranty)**
2) **Misc Plumbing/Labor**

Sub Total.....$ 1,469.95

Tax.....$ EXEMPT

Total.....….$ 1,469.95

We trust the above meets with your approval and that we may be of assistance to you in the near future **Triangle Pool Service** Thanks You for the opportunity to assist you in your pool needs.

Acceptance of Proposal:

_____

Date:

_____

Respectfully Submitted,

Steve Eaton

Triangle Pool Service

WE CAN ONLY GUARANTEE THE ABOVE PRICE FOR A PERIOD OF (30) THIRTY DAYS