



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, NOVEMBER 5, 2024 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Veterans Day (**Mayor Panagiotis Koulias**)
2. National Native American Heritage Month (**Mayor Panagiotis Koulias**)

SPECIAL PRESENTATION

3. Status Update on Hurricane Recovery (**Scott Young Fire Chief**)

PUBLIC COMMENTS

CONSENT AGENDA

4. Satisfaction/Release of Liens (**Irene Jacobs City Clerk**)
5. Attorney Fees: Johnson Jackson PLLC Invoices 13642, 13643 (**Charles Rudd City Manager**)
6. Special Events:
 - a. St. Nicholas Vesper Procession (**Tom Funcheon Public Works Director**)
 - b. St. Nicholas Epiphany Litany Procession (**Tom Funcheon Public Works Director**)
 - c. Snow Place Like Tarpon Springs 2024 (**Tom Funcheon Public Works Director**)
 - d. 33rd Annual Thanksgiving Arts & Crafts Festival (**Tom Funcheon Public Works Director**)
 - e. Annual Christmas Parade (**Tom Funcheon Public Works Director**)
7. Ratify RFP No. 230012-P-JL, Disaster Debris Removal, Amendments 1 and 2, (**Tom Funcheon Public Works Director & Janina Lewis Procurement Director**)
8. Approve Authorization of File No. 250043-C-PH for Interlocal Agreement Between Pinellas County and Local Governments for the Cooperative Emergency Procurement of Disaster Debris Collection and Removal and Disaster Debris Monitoring and Management Services (**Janina Lewis Procurement Director**)
9. Award File No. 250035-C-PH, Emergency Response Restoration Services Utilizing the School District of Hernando County Contract No. 24-918-37 (**Tom Funcheon Public Works Dir., Brandon Crum Facility Mgmt. Supt., Janina Lewis Procurement Director**)

10. Approve Fire Department Inter-local Agreement with Pinellas County for the Collection and Remittance of Construction Plan Review Fees for all Projects in Unincorporated Tarpon Springs **(Scott Young Fire Chief)**
11. Award File No. 250030-C-AS, Liquid Carbon Dioxide, utilizing City of Oviedo Contract No. ITB 24-21 **(Darryl Vaci Water Division Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director)**
12. Increase File No. 230058-C-AS, Sodium Bisulfite 40% Aqueous Solution, Utilizing Lee County Contract No. B220256CMR **(Robert Marcincuk Wastewater Div Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director)**
13. Increase File No. 240071-N-AS, Public Safety Health Screenings **(Scott Young Fire Chief, Janina Lewis Procurement Director)**
14. Award File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services, Utilizing City of Clearwater Contract No. 901840; ITB 15-23 **(Darryl Vaci Water Division Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director)**
15. Increase File No. 240122-N-AS, Single Source Purchase of CUES CCTV Truck Upgrades and Repairs **(Heather Freundel Water Conveyance Supv., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director)**
16. Renew File No. 230110-C-AS, Body Armor and Ballistic Vests Utilizing the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS **(Jeff Young Police Chief, Janina Lewis Procurement Director)**
17. Hazard Mitigation Grant Program Sub-Recipient Management Cost Grant Request for Project ID 4734-(013), City of Tarpon Springs Sponge Docks Flooding Abatement **(Bob Robertson Project Administration Dir., Paulette Harbert Grant Project Specialist)**
18. Renew File No. 230037-C-JL Utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common **(Michael Vecchione Fleet Mgr., Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**
19. Approve MOU for Hurricane Helene and Milton for entering into an Interlocal Agreement with Pinellas County for use of Section 1206 Building Code and Floodplain Management Administration and Enforcement **(Scott Young Fire Chief)**

BUSINESS ITEMS

20. Discussion and Direction of City Compensation & Rate Study **(Charles Rudd City Manager, Janina Lewis Procurement Director, Ron Harring Finance Director)**
21. Approve Employee Hurricane Assistance **(Charles Rudd City Manager, Ron Harring Finance Director)**
22. Appointment to Planning & Zoning Board **(Irene Jacobs City Clerk)**
23. Case No. 2024-CI-002002: City of Tarpon Springs, Florida v. Tina Hinton **(Andrew Dickman City Attorney)**
24. Discussion and Direction on Excessive Water Bills Storm Related **(Commissioner Eisner)**

ORDINANCES AND RESOLUTIONS (Public Hearings Begin At 7:30 PM)

25. **Resolution 2024-47:** Ratification of Executive Orders 2024-08, 2024-10, and 2024-12 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Helene **(Charles Rudd City Manager)**
26. **Resolution 2024-48:** Ratification of Executive Orders 2024-09, 2024-11, and 2024-13 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton **(Charles Rudd City Manager)**
27. **Resolution 2024-49:** Ratifying Administrative Actions of the City Manager Authorized in Association with State of Emergency Declarations for Hurricanes Helene and Milton **(Renea Vincent Planning Director)**
28. Application for Annexation, Land Use, and Zoning for property located at 249 and 251 Anclote Road (Application 24-51); **Quasi-Judicial. (Renea Vincent Planning Director) DEFERRED TO NOV.**

19, 2024 BOC REGULAR SESSION

- a. **Ordinance 2024-08** Annexation
 - b. **Ordinance 2024-10** Future Land Use Map Amendment
 - c. **Ordinance 2024-09** Rezoning
29. **ORDINANCE 2024-01: Land Development Code Amendment:** Amending Article VII, Heritage Preservation, and, Providing for Creation of Neighborhood Conservation Overlay Districts (Application 22-112); Legislative. **DEFERRED TO A DATE CERTAIN OF DECEMBER 3, 2024. (Renea Vincent Planning Director)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, our Veterans represent the very best of America. They have bravely answered the call to serve in the finest military force in the world, and they have earned the dignity that comes with wearing its uniform and defending our great flag; and

WHEREAS, on Veterans Day, we honor all Americans who have served in the Army, Navy, Air Force, Marines and Coast Guard, both in times of war and peace; and

WHEREAS, Veterans Day gives us time to pay deep respect to our Veterans; and

WHEREAS, we humbly thank our Veterans and their families as we remember and honor their service; and

WHEREAS, on Veterans Day we remember these heroes for their valor, loyalty, dedication, and encourage all Americans to recognize the fortitude and sacrifice of our Veterans through public ceremonies and personal thoughts and prayers.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim November 11, 2024 as

VETERANS DAY

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 5th day of November 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, National Native American Heritage Month is celebrated each year in November, it is a time to celebrate the traditions, languages, and stories of Native American, Alaska Native, Native Hawaiian and affiliated Island communities and ensure their rich histories and contributions continue to thrive with each passing generation; and

WHEREAS, this November and every month, we celebrate the culture and heritage of these remarkable Americans who deeply enrich the quality and character of our Nation; and

WHEREAS, the City of Tarpon Springs promotes diversity, inclusivity, and respect for all individuals in our community; and

WHEREAS, the City of Tarpon Springs joins others across the nation in celebrating and acknowledging National Native American Heritage Month; and

WHEREAS, this observance offers increased opportunity to better understand Native American heritage, past and present contributions to our communities, and to honor the many Indigenous People who have sacrificed their lives and customs for the growth of our Nation.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of November 2024 as

National Native American Heritage Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 5th day of November 2024.

City Clerk & Collector

Mayor

OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION November 5, 2024

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
ALESIA G. MILLER	UTILITY LIEN	61323-271305124
PAUL A. TUTTLE VICKI A. TUTTLE	WATER IMPACT LIEN	MR 1539

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 13642
Date: 10-15-2024
Due On: 11-14-2024

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689



Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
09-09-24	EGJ	Review follow up email from Jane Kniffen regarding staffing; analyze issues related to accommodation and employment matters	0.70	225.00	\$157.50
09-09-24	EGJ	Phone conference with Jane Kniffen	0.20	225.00	\$45.00
09-09-24	EGJ	Review and analyze correspondence from Jane Kniffen regarding employment matter	0.30	225.00	\$67.50
09-12-24	MH M	Research ADA disability claims.	0.90	225.00	\$202.50
09-12-24	EGJ	Phone conference with Jane Kniffen	0.20	225.00	\$45.00
09-12-24	EGJ	Analyze issue under the ADA; phone conference with Jane Kniffen	0.30	225.00	\$67.50

Services Subtotal: \$585.00

Expenses

09-30-24		9/30 - Westlaw Research	1.00	58.63	\$58.63
----------	--	-------------------------	------	-------	---------

Expenses Subtotal: \$58.63

Subtotal:	\$643.63
Total Invoice Due:	\$643.63
Payment	\$0.00

Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 13643
Date: 10-15-2024
Due On: 11-14-2024

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689

Matter Number:0010.0019 City of Tarpon Springs, Rankine, Kimberly



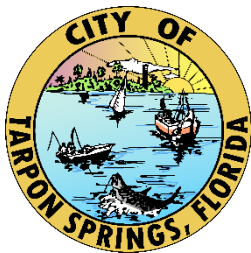
Services

Date	TK	Description	Hours	Rate	Total
09-09-24	EGJ	Review correspondence from PCHR; exchange correspondence with Jane Kniffen	0.20	225.00	\$45.00

Services Subtotal: \$45.00

Subtotal:	\$45.00
Total Invoice Due:	\$45.00
Payment	\$0.00

Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 5, 2024.

Re: Special Event – St. Nicholas Greek Orthodox Cathedral
St. Nicholas Vespers Procession
December 5, 2024

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "St. Nicholas Vespers Procession" on December 5, 2024, and the temporary closure of the following streets: Pinellas Ave., Orange St., Hibiscus St. and Tarpon Ave.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The procession will begin at approximately 6:45 p.m. (after Church Service) and will last about 30 mins. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C. and the Sponsor's application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 9-24-2024
Name of Event: St. Nicholas Vespers
Date(s) of Event: December 5, 2024
Alternate Date(s): N/A
Hours of Event: 6:45 pm to 7:30 pm
Set up/break down time needed: N/A
Type/Purpose of Event: Religious Procession after Church Service

Location of Event (include map for parade/procession routes with assembly and disband points):
Pinellas Ave - Orange Street - Hibiscus - Tarpon Ave
back to Pinellas

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐
Other: _____

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E Pinellas Ave, Tarpon Springs, FL 34688
Individual to Contact: DENISE LETOURNEAU (Telephone #) 727-937-3540 (email)
Alternative Contact: Church office (Telephone #) 937-3540 (email)

General Information:

Number of Vendors: _____ (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: 200 Entrance Fee: \$ _____
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☐ No ☒ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☒ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☒ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: MAKE SURE Flags are out

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: _____

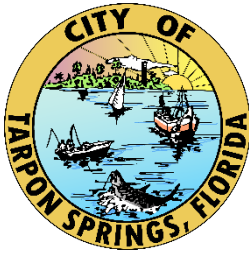
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Signature of Applicant

Date

9-24-2025



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 5, 2024.

Subject: Special Event – St. Nicholas Greek Orthodox Cathedral
Epiphany Litany Procession
January 6, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for "Epiphany Procession" on January 6, 2025, and the temporary closure of Pinellas Ave, Orange St., Ring Ave., Tarpon Ave, the Spring Bayou to Craig Park.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The Police Department has approved the procession route, which will take place from 12:00pm to 1:30 p.m. The Church's stage will be set up at the Spring Bayou Platform on January 4, and the City's Boat Ramp will be closed during the event.

All set-up and clean-up will be the event sponsors responsibility.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C. and the Sponsor's application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 9-24-2024
Name of Event: Epiphany Litany
Date(s) of Event: January 6, 2025
Alternate Date(s): N/A
Hours of Event: 12:00-1:30
Set up/break down time needed: _____
Type/Purpose of Event: Religious Procession after church to Spring Bayou

Location of Event (include map for parade/procession routes with assembly and disband points):
Pinellas Ave. — Orange St — Ring Ave — Tarpon Ave
North to Orange St - East to North Ring Ave - South to Tarpon Ave
And West to Spring Bayou

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐
Other: _____

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: St. Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E. Tarpon Ave, Tarpon Springs, FL 34689
Individual to Contact: Dennis Letourneau (Telephone #) 937-3540 (email) _____
Alternative Contact: Church Office (Telephone #) 937-3540 (email) _____
EMMANUEL MANCHOS 727) 271-6023

General Information:

Number of Vendors: NONE (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: 750-1000 Entrance Fee: \$ N/A
Location for Attendee Parking: Cathedral & Public Parking
Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be Provided: Yes ☒ No ☐ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☐ No ☒ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: _____

Cones: ☒ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☒ Locations: Epiphany banners to be hung

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

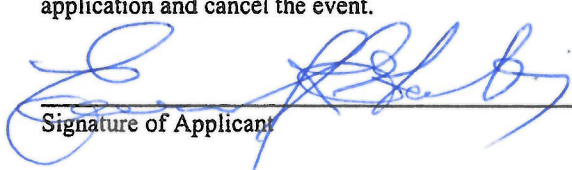
Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☒ No ☐

If not, when will it be sent: _____

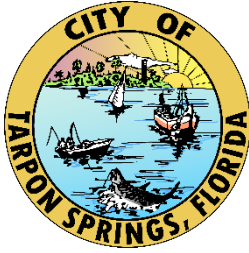
Is the Certificate of Insurance Attached: Yes ☒ No ☐ If not, when will it be sent: _____

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.


Signature of Applicant

9-24-2024
Date



Public Works Department Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 5, 2024

Subject: Special Event – City of Tarpon Springs
There's Snow Place Like Tarpon Springs
December 6, 2024

Recommendation:

That the Mayor and Board of Commissioners approve the special event application for "There's Snow Place Like Tarpon Springs" on December 6, 2024, and the temporary closure of Tarpon Ave. (Spring Blvd. to Grosse Ave.), Spring Blvd. (Orange St. to Shaddock St.), Banana St. (blocked at Spring Blvd. to Court St.) N. Safford (Tarpon Ave. to Orange St. – both directions – bank exit left open), S. Safford (Lemon St. to Tarpon Ave. north bound and (Tarpon Ave. to Court St. southbound), Hibiscus St. (Tarpon Ave. to Orange St.), and Mother Meres/Tarpon Ave. parking lots.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The hours of the event will be from 5:00 p.m. to 10:00 p.m., with set up beginning at 2:00 p.m. and breakdown by midnight (Mother Meres set up will begin at 1:00 p.m.) Proceeds will be used to promote Tarpon Springs.

This event will consist of falling snow, train rides, children's activities, snow slide, holiday shopping, performances, music, food & beverages and much more.

Area businesses that may be affected by this event have been notified.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 9/13/2024

Name of Event: Snow Place Like Tarpon Springs

Date(s) of Event: Friday, December 6, 2024

Alternate Date(s): None

Hours of Event: 5pm-10pm

Set up/break down time needed: 2pm-11:59pm ****Parking lot- Mother Meres to close at 1pm**

Type/Purpose of Event: A family holiday event

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Ave.
(Spring Blvd. to Grosse Ave.), Spring Blvd (Orange St. to Shaddock), Banana St. (Blocked at Spring Blvd and
Court St.), North Safford Ave. (Tarpon Ave. to Orange Street- both Directions)**Bank exit left open**, South
Safford Ave. (Lemon St. to Tarpon Ave.: Northbound) and (Tarpon Ave To Court Street: Southbound directions)
and Hibiscus Street (Tarpon Ave. to Orange St.)

If Closure of City Parking is needed, please check street:

Mother Meres ☒ Tarpon Ave. ☒ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: Used to promote Tarpon Springs

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Vendors: “The Tarpon Springs Merchants’ Association (TMSA) has agreed to coordinate the vendors for the event. Revenue from the vendors will be split between the City of Tarpon Springs (60%) and the TMSA (40%). The TMSA will collect all vendor revenue and remit funds due to the City of Tarpon Springs no later than December 16, 2023. The City retains the right for final approval of vendors and the right to exclude vendors deemed unsuitable for the event by the City Manager.”

Number of Vendors: 100-150 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): TBD

Approximate Number of Attendees: 20,000-30,000 Entrance Fee: \$ FREE

Location for Attendee Parking: Multiple places, including shuttle lots, city parking and street parking

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 5pm-10pm Band: ☐ DJ: ☒ or
Other: _____

Type & Location of Toilet Facilities: Public restrooms and port o lets at several locations

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights as needed

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other: City Staff

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Greg Forron

Types of Rides: Snow Slides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division, or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: Per TSPD

Cones: ☒ How many: Per TSPD

Portable Stage: ☒ Location: Mother Meres Parking Lot (Will provide layout)

Electricity Needed: ☒ Where: Tarpon Ave, Spring Bayou Bulkhead, Spring Blvd., public restroom lot

Public Restrooms: ☒ Hours of Opening/Closing: open until 11:59pm

Street Banners: ☒ Location: City approved locations

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ Trash Cans and Recycle Bins

Directional Parking Signs: ☒ Locations: Tarpon Ave & in parking lots

Other: Please have sprinklers turned off at Spring Bayou, Craig Park and anywhere we will be. We would like the Table & Chair Trailer- location parked in the parking lot next to Faklis.

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached:

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: on file

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

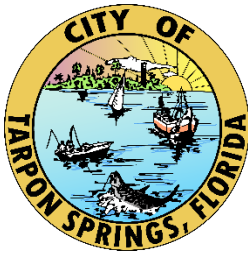
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Ashley Harter

Signature of Applicant

9/13/24

Date



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 5, 2024

Subject: Special Event – Chamber of Commerce
33rd Annual Thanksgiving Arts & Crafts Festival
November 30-December 1, 2024

Recommendation:

That the Mayor and Board of Commissioners approve the Chamber of Commerce's special event application for the "33rd Annual Thanksgiving Arts & Crafts Festival" on November 30-December 1, 2024 and the temporary closure of Court St. (Pinellas Ave. to Safford Ave.), Mother Meres Parking Lot and the parking lot bounded by Court, Safford and Lemon street.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The hours of the event will be from 10:00 a.m. to 5:00 p.m., with set up time beginning at 4:00 a.m. on Saturday and breakdown by 8:00 p.m. on Sunday. There will be vendors, music, and food & beverages will be sold with the proceeds used to advertise other events. Area businesses (Tarpon Ave., Safford Ave., Hibiscus St.) will also have the opportunity to hold sidewalk sales during this event.

All set-up and clean-up will be the event sponsors responsibility.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor's application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: **October 30, 2024**

Name of Event: **33rd Annual Thanksgiving Arts & Crafts Festival**

Date(s) of Event: **November 30 – December 1, 2024** Alternate Date(s): **N/A**

Hours of Event: **10:00 am to 5:00 pm (both days)**

Set up/break down time needed: **4:00 am on Saturday (setup) 8:00 pm on Sunday (breakdown)**

Type/Purpose of Event: **Fundraiser for the Tarpon Springs Chamber of Commerce. Event will include vendors and food vendors.**

Location of Event (include map for parade/procession routes with assembly and disband points): **Court St. (Pinellas Ave. to Safford Ave.) and Mother Meres Parking Lot. Also to include sidewalk sales for businesses on Tarpon Ave. (Pinellas Ave. to Grosse Ave.), Safford Ave. (Orange St. to Court St.), and Hibiscus St. (Orange and Tarpon Ave.).**

If Closure of a City Parking Lot is needed, please check: **Mother Meres** XX___ Tarpon Ave. Orange St. ___ Court/Lemon ___
Other: **Parking lot bounded by Court, Safford, and Lemon Sts.**

Disposition of Proceeds: **Pay for expenses of the event and advertising for other events.**

Applicant Information:

Name of Organization: **Tarpon Springs Chamber of Commerce**

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: **1 N. Pinellas Avenue, Tarpon Springs FL 34689**

Individual to Contact: **Jean Hungiville** (Telephone #) **757-709-0955**

(email) **president@tarponspringschamber.org**

Alternative Contact: **Suzi King** (event planner) (Telephone #) **727-417-5494** (email) **suzfest@gmail.com**

General Information:

Number of Vendors: **150** (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): **Side Streets and parking lots**

Approximate Number of Attendees: **1500 per day** Entrance Fee:\$ **N/A**

Location for Attendee Parking: **City parking lots and street parking**

Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: **SIK will also have 2 staff members on site. Overnight security provided.**

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☒ No ☐ Hours of Play: **10 am to 5 pm** Band: ☐ DJ: ☐ Other: **Duos/Singles**

Type & Location of Toilet Facilities: **Public Restrooms in parking lot next to Faklis Shoe Store and SIK providing portable restrooms in Mother Meres parking lot (standard and ADA plus handwash station).**

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: **Pop Up Tent Style** _____

How will Structure be Secured: **As Required**

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other:

If parade # of: Participants: Animals Floats: Bands: Other:

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides:

Types of Rides: Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages:

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: **As needed per TSPD**

Cones: ☒ How many: **As needed per TSPD**

Portable Stage: ☐ Location:

Electricity Needed: ☒ Where: **Mother Meres parking lot.**

Public Restrooms: ☒ Hours of Opening/Closing: **4:00 am Saturday to 8:00 pm Sunday**

Street Banners: ☒ Locations: **In front of Mother Meres Parking Lot, and US 19.**

Additional City Trash Cans: ☒ **Extra city trash cans in parking lot and along Court St.**

Directional Parking Signs: ☒ Locations: **Standard places**

Other:

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes No ☒

If not, when will it be sent: **Will be delivered Oct. 31st.**

Is the Certificate of Insurance Attached: Yes No ☒ If not, when will it be sent: **By Aug. 30th**

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

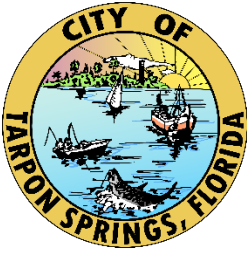
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Jean Hungiville

Signature of Applicant

10/30/2024

Date



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: November 5, 2024

Subject: Annual Christmas Parade – Chamber of Commerce
December 14, 2024.

Recommendation:

That the Mayor and Board of Commissioners approve the Annual Christmas Parade presented for the City by the Chamber of Commerce on Saturday, December 14, 2024 and the temporary closure of S.Pinellas Ave. (Meres Blvd. to Tarpon Ave.), Lemon St. (Pinellas Ave. to Ring Ave.), Ring Ave. (Lemon St. to Tarpon Ave.), and Tarpon Ave. (Ring Ave. to Craig Park.).

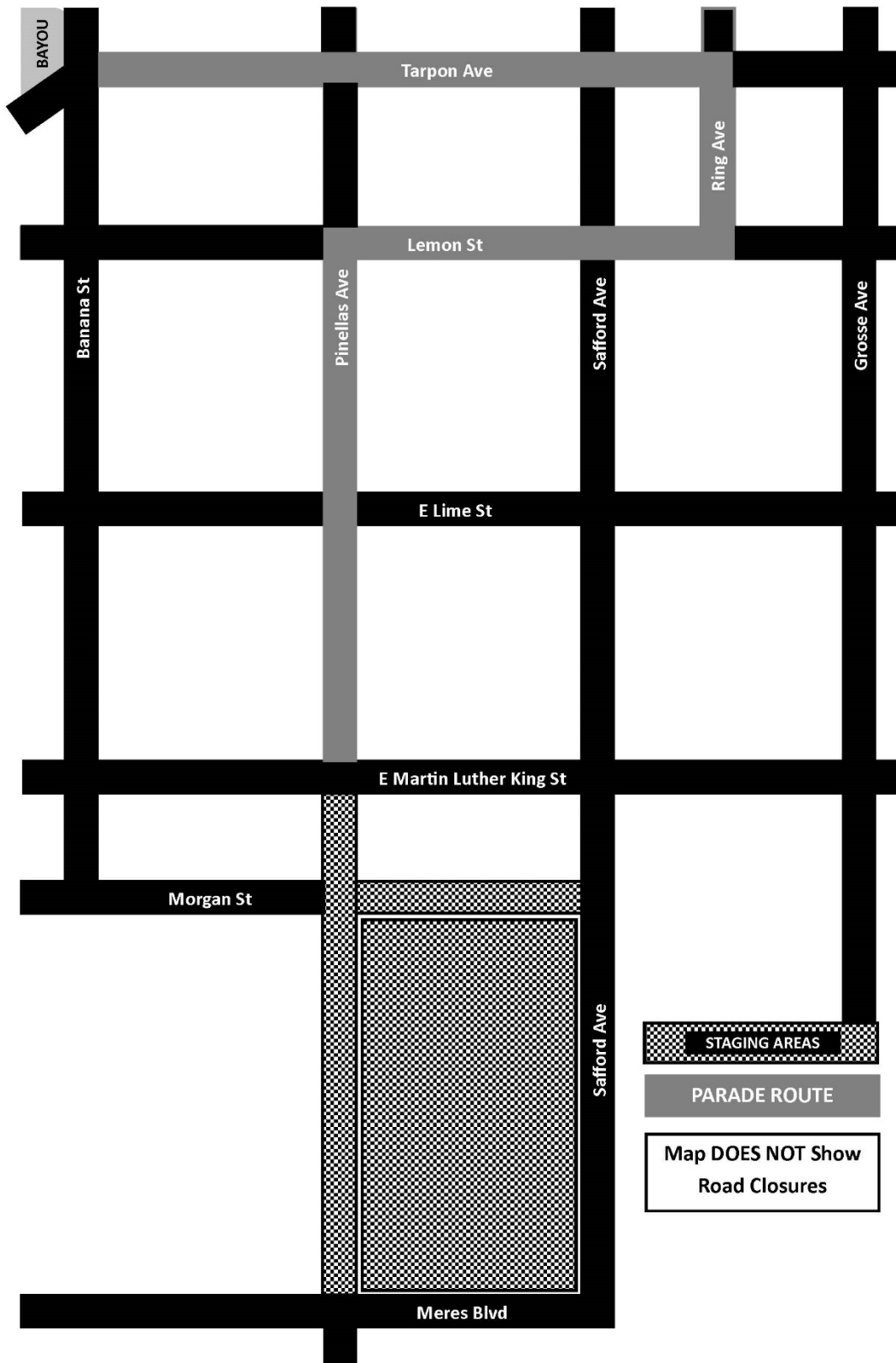
If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The parade will begin at 10:00 a.m. in front of Rodie's Restaurant and Pancake House and end at Craig Park at approximately noon. Parade set-up will begin at 8:00 a.m.

The City has sent out road closure notifications to area business that may be affected by this event.



**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 10/30/2024

Name of Event: Annual Christmas Parade

Date(s) of Event: December 14, 2024

Alternate Date(s): None

Hours of Event: 1000 - 1200

Set up/break down time needed: 0800 - 1300

Type/Purpose of Event: City Holiday celebration

Location of Event (include map for parade/procession routes with assembly and disband points): S. Pinellas Ave., Lemon St.,
Grosse Ave., Tarpon Ave., Craig Park (disburse)

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☒ Orange St. ☐ Court/Lemon ☒

Other: N/A

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: Tarpon Springs Chamber of Commerce

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: 1 N. Pinellas Ave.,

Individual to Contact: Jean Hungiville (Telephone #) 727-937-6109 (email) president@tarponspringschamber.org

Alternative Contact: cell: 757-709-0955 (Telephone #) _____ (email) _____

General Information:

Number of Vendors: N/A (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): N/A

Approximate Number of Attendees: 1,000 Entrance Fee: \$ N/A

Location for Attendee Parking: City parking lots and street parking

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 1000 - 1200 Band: ☒ DJ: ☐ Other: on floats

Type & Location of Toilet Facilities: Public restrooms at Tarpon Ave. & Craig Park. Would like to have City Portables set up in Manatee Plaza parking lot . I was told there is a pumping station on Morgan St. side.

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: N/A

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants 500 Animals 5 Floats 60 Bands 2 Other These are estimates

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: N/A Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☐ No ☒ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: N/A

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: Regular Saturday hours

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: covered by City

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: covered by City

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☐ No ☒

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as

set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Jean Hungiville

Signature of Applicant

10/30/2024

Date



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Ratify RFP No. 230012-P-JL, Disaster Debris Removal, Amendments 1 and 2, **(Tom Funcheon Public Works Director & Janina Lewis Procurement Director)**

Recommendation

Ratify RFP No. 230012-P-JL, Disaster Debris Removal Amendments 1 and 2, with CrowderGulf Joint Venture, Inc., at unit prices dated, effective from October 14, 2024, through November 30, 2028, for the Public Works Department.

Background

On February 28, 2023, the Board approved award of the contract. On October 2, 2024, CrowderGulf submitted a request for Amendment 1, requesting language to line item five (5), DMS Operation & Reduction through Grinding listed in the pricing agreement to read DMS Operation & Reduction through Grinding "or C&D Compaction;" and also delete vegetative from the line item description. Amendment 2, dated October 14, 2024, is requesting a rate increase to the overall pricing in the contract to be consistent with the rates charged to Pinellas County and municipal city partners.

The purpose of this contract is to establish a preset contract with a qualified and experienced debris management firm to provide services to the City during emergency events such as hurricanes, tornadoes, windstorms, floods and fires. Services include large-scale debris removal, separation, storage, processing and disposal, hazardous waste handling; project management assistance and assistance with federal and state reporting and reimbursement efforts. This rate increase is needed to continue to provide qualified and experienced debris removal operations and continuity of debris management services.

According to the City's current agreement, price adjustments may be made after the initial term. The CrowderGulf proposed rates were compared to the emergency bid conducted by

Pinellas County on October 14, 2024, Agreement 25-00029-E. Although the County line item descriptions are not an exact match to the City's agreement, the pricing overall is consistent with the competition provided by the County's emergency bid (see item No. 6 of the November 5, 2024 Agenda). Price comparisons were performed and were found to be fair and reasonable and in the best interest of the City.

Funding

There are no costs to the City until services are rendered and at that time will be eligible for FEMA reimbursement.

Strategic Plan Objective

N/A



ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

Attn: Tom Funcheon
Public Works Director
Tarpon Springs, FL
10/2/2024

Re: Proposed verbiage modification to contract for Disaster Debris Removal between the City of Tarpon Springs, FL and CrowderGulf Joint Venture, Inc.
Event: 2024 Hurricane Helene
Amendment #: 1

Proposed Verbiage Modification: Add the following verbiage to line item 4 listed below: "or C&D Compaction". Also, delete the verbiage pertaining specifically to vegetative debris as shown below, which will then allow for this line item to be used for either vegetative or C&D debris.

5. DMS Operation and Reduction Through Grinding Or C&D Compaction	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding . The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.	50,000	\$3.45	\$172,500.00	\$36.00

Please review the proposed verbiage modification and sign below. If you have any questions regarding the rates, please feel free to contact Reid Loper, 251-459-7430 rloper@crowdergulf.com or Drew Sprinkle dsprinkle@crowdergulf.com.

Best Regards,

Reid Loper

Senior Vice President
CrowderGulf Joint Venture, INC.

Sign  Date: 10-2-2024
Signed and Accepted / City of St. Petersburg, FL.
Tarpon Springs
Sign  Date: _____
City Manager

**SECOND AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF TARPON SPRINGS, FLORIDA, AND
CROWDERGULF JOINT VENTURES, INC. FOR
DISASTER DEBRIS REMOVAL SERVICES**

This is the Second Amendment to the Agreement for Disaster Debris Removal Services ("Agreement") between the City of Tarpon Springs, Florida ("Owner") and CrowderGulf Joint Ventures, Inc. ("Contractor"), for the provision of Disaster Debris Removal Services entered into this _____ day of November, 2024 ("Effective Date").

WHEREAS, the Owner and Contractor entered into an Agreement for Disaster Debris Removal Services on March 8, 2023; and

WHEREAS, the Owner has determined that it requires Disaster Debris Removal Services to assist with emergency efforts; and

WHEREAS, on October 14, 2024, Pinellas County entered into a contract with CrowderGulf Joint Ventures, Inc. to assist with emergency efforts; and

WHEREAS, the Owner did not initially request that these provisions be included in the Agreement but, given their mandatory nature, has requested the Contractor to agree to include; and

WHEREAS, so as to ensure the Owner is able to continue to assign work to it, the Contractor has agreed to amend the Agreement to incorporate the required terms and conditions to cover any work performed on a project which is funded with federal funds.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and further supported by the consideration for this Second Amendment set forth above, the Parties hereby agree to amend the Agreement as follows:

1. The terms and conditions attached to this Second Amendment, entitled Emergency Debris and Hazardous Tree, Limb and Stump Removal Operations, is and shall be deemed to be wholly incorporated into the Agreement.
2. In the event the Owner assigns the Contractor to perform work on any project which will be funded, in whole or in part, by federal funds, the Owner and Contractor agree to comply with their respective duties as set forth in the attached terms, and such terms shall prevail over any conflicting terms which may have been included in the Agreement.
3. This Second Amendment shall be effective upon the Effective Date notwithstanding the actual date(s) of approval or execution.

4. Except as amended by this Second Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.
5. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Second Amendment, this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this Second Amendment to the Agreement.

CrowderGulf Joint Ventures, Inc.

City of Tarpon Springs

By:_____

By:_____

Charles Rudd
City Manager

EXHIBIT F

Schedule of Items

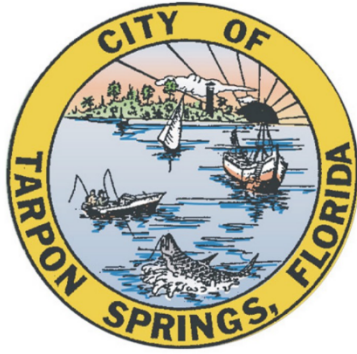
Emergency Debris Removal Operations - CrowderGulf

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 14.98	\$ 13,482,000.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	900,000	\$ 14.98	\$ 13,482,000.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	900,000	\$ 1.00	\$ 900,000.00
4	Reduction of Vegetative Debris or C&D	Cubic Yard (CY)	N/A	Grinding or C&D Compaction	900,000	\$ 5.98	\$ 5,382,000.00
				Air Curtain Incineration	900,000	\$ 4.00	\$ -
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500,000	\$ 5.00	\$ 2,500,000.00
6	Loading, Hauling, & Unloading C&D Debris – Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500,000	\$ 27.00	\$ 13,500,000.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 18.00	\$ 16,200,000.00
			From DMS to Final Disposal	N/A	500,000	\$ 14.00	\$ 7,000,000.00
8	Sweeping Roadway- Urban	Mile	N/A	N/A	1200	\$ 300.00	\$ 360,000.00
9	Sweeping Roadway- Rural	Mile	N/A	N/A	0	\$ 300.00	\$ -
10	Vacuum Inlets	Each	N/A	N/A	900	\$ 450.00	\$ 405,000.00
11	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling / Disposal	Each	From ROW to Final Disposal	N/A	1,500	\$ 250.00	\$ 375,000.00
			From ROW to DMS to Final Disposal	N/A	1,500	\$ 225.00	\$ 337,500.00
12	Hazardous Household Waste (HHW) (i.e. Orphaned Drums) Alt. Rate \$11.00/Lb	55-Gal Drum	From ROW to Final Disposal	N/A	5000	\$ 1,500.00	\$ 7,500,000.00
13	E-waste	Each	From ROW to Final Disposal	N/A	2000	\$ 45.00	\$ 90,000.00

14	Putrescent Debris	Per Pound (weight @ removal)	From ROW to Final Disposal	N/A	5000	\$ 15.00	\$ 75,000.00
15	Seaweed Debris	CY	ROW to Final Disposal	N/A	0	\$ 26.00	\$ -
16	Sand Screening	CY	Onsite	N/A	500,000	\$ 9.90	\$ 4,950,000.00
17	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	500,000	\$ 18.00	\$ 9,000,000.00
			From DMS to Final Disposal/Location	N/A	500,000	\$ 36.00	\$ 18,000,000.00
Total							\$ 113,538,500.00

All Disposal fees for all line items are a pass through cost.

Additional items need for debris removal activities:							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
a1	Cut and Drop Hazardous Limbs	Tree	N/A	N/A	0	\$ 95.00	\$ -
a2	Cut and Drop Hazardous Trees (0-12")	Tree	N/A	N/A	0	\$ 100.00	\$ -
a3	Cut and Drop Hazardous Trees (13"-24")	Tree	N/A	N/A	0	\$ 225.00	\$ -
a4	Cut and Drop Hazardous Trees (24"-36")	Tree	N/A	N/A	0	\$ 315.00	\$ -
a5	Cut and Drop Hazardous Trees (36"-48")	Tree	N/A	N/A	0	\$ 395.00	\$ -
a6	Cut and Drop Hazardous Trees (48" +)	Tree	N/A	N/A	0	\$ 465.00	\$ -
a7	Stump Extraction or Grinding (24" - 48")	Tree	N/A	N/A	0	\$ 350.00	\$ -
a7	Stump Extraction or Grinding (48" +)	Tree	N/A	N/A	0	\$ 450.00	\$ -



CITY OF TARPON SPRINGS, FL

Procurement Services Department

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
DATE: 02/28/2023
SUBJECT: Award RFP No. 230012-P-JL Debris Removal, Disaster Recovery Services

RECOMMENDATION:

Award RFP No. 230012-P-JL, Debris Removal, Disaster Recovery Services to CrowderGulf Joint Venture, Inc., at unit prices provided, effective from June 6, 2023, through November 30, 2028, for the Public Works Department.

BACKGROUND:

The purpose of this contract is to establish a pre-need, pre-event contract with a qualified and experienced debris management firm to provide services to the City during emergency events such as hurricanes, tornadoes, windstorms, floods and fires. Services include large-scale debris removal, separation, storage, processing and disposal, hazardous waste handling; project management assistance and assistance with federal and state reporting and reimbursement efforts.

The contractor will conduct free annual meetings and training courses to determine critical routes, high priority clean-up sites, temporary debris management sites, preferred landfills, reduction methods and establish a line of communication. There are no costs to the City until services are rendered and at that time will be eligible for FEMA reimbursement.

Price adjustments may be made after the initial term. Adjustments shall be based on the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the most recent 12 month period.

Ranking
Request for Proposal No. 230012-P-JL
Debris Removal, Disaster Recovery Services

Wednesday, November 2, 2022 @ 3:00 p.m.

Contractor	Points
CrowderGulf Joint Venture, Inc. Theodore, AL	95.96
DRC West Palm Beach, FL	94.62
Ceres Environmental Sarasota, FL	94
T.F.R. Leander, TX	92
Custom Tree Work Topeka, KS	91.11
D&J Enterprises Auburn, AL	87.73
KDF Mobile, AL	87.13
Looks Great Services Columbia, MS	86.15
Grubbs Emergency Services LLC Hudson, FL	85.63
Southern Disaster Recovery Greenville, SC	83.24

Broadcast: 638

Planholders: 39

Responses: 10

Offers from the companies listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this Bid, if any, are hereby rejected as late.

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into at Tarpon Springs, Florida 8 day of March, 2023, by and between the City of Tarpon Springs, Florida, municipal corporation of the State of Florida hereinafter referred to as ("City") and CrowderGulf Joint Venture, Inc. ("Contractor") and (collectively, "Parties").

WITNESSETH:

WHEREAS, the CITY wishes to engage the services of **Disaster Debris Removal Services**; and

WHEREAS, the City of Tarpon Springs has determined that it requires Disaster Debris Removal services to assist with emergency efforts; and

WHEREAS, on October 4, 2022, the City of Tarpon Springs, Florida ("City") issued Request for Proposal No. 230012-P-JL ("RFP") ("Exhibit A") for the purpose of receiving proposals to provide Disaster Debris Removal services as described in the RFP (the "Services"); and

WHEREAS, on November 2, 2022, the Contractor responded to the RFP ("Exhibit B") and the City subsequently selected the Contractor as the most qualified proposer; and

WHEREAS, the Contractor desires to provide such professional services as described in the Scope of Services, which is attached as "Exhibit A" and made a part hereof by reference, and in accordance with this Agreement.

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

1. Contractor Duties

The Contractor shall perform the Scope of Services set forth in RFP No. 230012-P-JL of this Agreement ("Scope of Services") for the City of Tarpon Springs, Florida, in full and complete accordance with this Agreement.

2. Agreement Components

A. This Agreement consists of this document and its appendices ("Base Agreement") and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):

- 1) Request for Proposal No. 230012-P-JL, Addenda I, ("Exhibit A")
- 2) Proposal dated November 2, 2022 ("Exhibit B")
- 3) Pricing ("Exhibit C")

4) Federal Contract Clauses ("Exhibit D")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern: (i) this Base Agreement, exclusive of its appendices, (ii) the appendices to this Base Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. Schedule

In addition to any schedule set forth in the Other Documents, the milestones set forth in this Agreement, if any, shall be observed by the Contractor. Any such schedule and the milestones set forth herein may be referred to in this Agreement collectively as "Schedule."

4. Term

The term of this Agreement ("Term") shall be from date of signed award for a five (5) year period with two (2) one year renewal options.

5. Performance and Payment Bonds

Offeror shall be required to provide payment and performance (surety) bonds for the entire amount of the contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the selected Proposer(s) to perform its obligations under the contract. The bond must be provided within seventy-two (72) hours of issuance of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's key rating guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide, and is licensed in this State to write surety bonds.

As this contract is on a Standby Emergency Basis, the City must be certain that the selected Offeror has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, the City requires Offerors to provide a signed Letter of Commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions as set forth herein. The Letter of Commitment shall exhibit clearly the Proposers ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety Payment and Performance bond for the Project for an initial amount up to \$500,000 within the first three (3) days of activation and up to a total amount of \$1,000,000 if required based on the extent of the disaster. The City reserves the right to seek clarification to satisfy the requirements of

the commitment letter. Failure to include an appropriate executed letter from the surety in acceptable format may be grounds for rejection of the Proposal.

The Contractor shall furnish performance and payment bonds executed by a surety company duly authorized to do business in the State of Florida, which shall be countersigned by an agent for the company, resident in the State of Florida. The amount of the each bond shall be equal to one hundred percent (100%) of the estimated contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of performance and payment bonds, the offer may submit an irrevocable letter of credit, cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs.

6. Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement. The Payment may be increased only in strict accordance with this Agreement.

7. Personnel

- A. The Contractor represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of the City Debris Manager. Personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.
- B. The Contractor covenants that neither it nor any of its professional employees assigned to the Project to which this AGREEMENT pertains presently has any interest in and shall not acquire any interest, direct or indirect, in any business, firm, material supplier, equipment supplier, service supplier, or sub-contractor or any other person, firm, or corporation supplying any real property, personal property, or service, to the accomplishment of the work contemplated by the Project in any phase or portion of the Project. The Contractor and each and all employees assigned to the Project will give a certification to the City not later than five calendar days after the AGREEMENT is executed.

8. Termination.

This Agreement may be terminated at any time by the City for convenience, upon thirty (30) days written notice to Contractor.

9. Interest of the Contractor

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its

services hereunder. The Contractor further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

10. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

11. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

12. Public Records Act Compliance. The Contractor and subcontractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Tarpon Springs, Florida

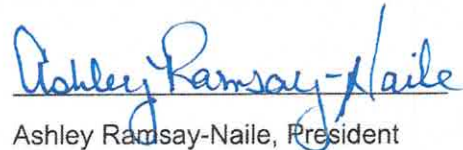
CrowderGulf Joint Venture, Inc.

By:



Mark LeCouris, City Manager

By:



Ashley Ramsay-Naile, President

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Alabama

County of Mobile

City of Mobile

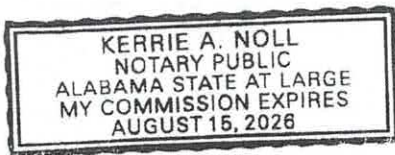
The foregoing Agreement was acknowledged before me this 8th day of March 2023,

by Ashley Ramsay-Naile, President of CrowderGulf Joint Venture, Inc. on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Ashley Ramsay-Naile warrants that he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)



Kerrie A. Noll

My commission expires: 08-15-2026



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Don Madio
Regional Manager
813-285-8749 Cell
dmadio@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

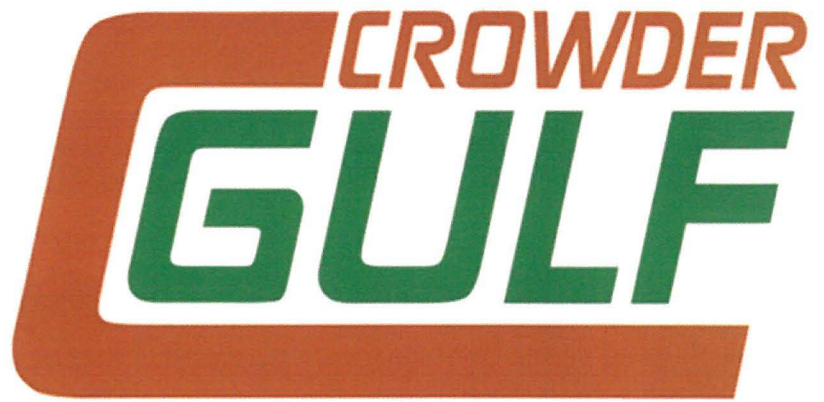
Electronic: PRICING

City of Tarpon Springs, FL

RFP #230012-P-JL

Disaster Debris Removal

Wednesday, November 2, 2022 @ 3:00 pm



Ashley Ramsay-Naile, President
5629 Commerce Blvd. East
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

CrowderGulf is committed to protecting and preserving our environment.
As part of this effort, our proposal is printed on recycled paper.

APPENDIX B

PRICING SUMMARY RFP No. 230012-P-JL DEBRIS REMOVAL DISASTER RECOVERY SERVICES

Proposer: [CrowderGulf Joint Venture, Inc.](#)

SUMMARY BELOW:

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	70	\$110.00	\$7,700.00
Crash Truck w/Impact Attenuator	70	\$65.00	\$4,550.00
Dozer, Tracked, D3 or Equivalent	70	\$85.00	\$5,950.00
Dozer, Tracked, D4 or Equivalent	70	\$125.00	\$8,750.00
Dozer, Tracked, D5 or Equivalent	70	\$150.00	\$10,500.00
Dozer, Tracked, D8 or Equivalent	70	\$170.00	\$11,900.00
Dump Truck, 16 +/- CY	70	\$90.00	\$6,300.00
Dump Truck, 20 +/- CY	70	\$95.00	\$6,650.00
Dump Truck, 38 +/- CY	70	\$130.00	\$9,100.00
Generator, 5.5 kW, List kW Capacity	70	\$25.00	\$1,750.00
Generator, 200 kW, List kW Capacity	70	\$400.00	\$28,000.00
Generator, 2,500 kW, List kW Capacity	70	\$2,500.00	\$175,000.00
Light Plant with Fuel and Support	140	\$60.00	\$8,400.00
Grader w/12" Blade (Min. 30,000 LB)	70	\$120.00	\$8,400.00
Hydraulic Excavator, 1.5 CY	70	\$150.00	\$10,500.00
Hydraulic Excavator, 2.5 CY	70	\$165.00	\$11,550.00
Kunckleboom Loader	140	\$130.00	\$18,200.00
Lowboy Trailer w/ Tractor	70	\$140.00	\$9,800.00
Mobil Crane up to 15 Ton	70	\$140.00	\$9,800.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$200.00	\$14,000.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$300.00	\$21,000.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$400.00	\$28,000.00

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Pickup Truck, 1 Ton	70	\$40.00	\$2,800.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$125.00	\$8,750.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$125.00	\$8,750.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$125.00	\$8,750.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$125.00	\$8,750.00
Tub Grinder, 800 to 1,000 HP	70	\$600.00	\$42,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$150.00	\$10,500.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$160.00	\$11,200.00
Truck, Flatbed	70	\$75.00	\$5,250.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$50.00	\$3,500.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70	\$120.00	\$8,400.00
Wheel Loader, 3 CY, 152 HP	70	\$155.00	\$10,850.00
Wheel Loader, 4.0 CY, 200 HP	70	\$175.00	\$12,250.00
Wheel Loader, 1.5 CY, 95 HP	70	\$145.00	\$10,150.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			\$567,700.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			
LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$75.00	\$5,250.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70	\$60.00	\$4,200.00
Tree Climber/ Chainsaw and Gear	70	\$125.00	\$8,750.00
Laborer w/ Chainsaw and Gear	70	\$42.00	\$2,940.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$40.00	\$2,800.00
Bonded and Certified Security Personnel	70	\$55.00	\$3,850.00
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE:			\$27,790.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$320.00	\$22,400.00
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

– SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 through 9. If a vendor elects to “No Bid” individual service offerings their proposal may be considered non-responsive to the City. The quantities shown when multiplied by unit prices and totaled are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work. However, the totals on this will be used for the evaluation Items points/purposes. Items 10 – 17 are Ancillary Services. Proposers are requested to provide a cost for ancillary items; however, these costs will not be used for evaluation purposes.

2. Vegetative Debris Removal

Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities

**Estimated
Quantity**

**\$ Per Cubic
Yard**

**Estimated
Total**

**\$ Per Ton
(Alternate)**

a. 0 to 30 Miles

60,000

\$7.90

\$474,000.00

\$80.00

b. 30 to 60 Miles

10,000

\$8.00

\$80,000.00

\$90.00

c. Greater than 60 Miles

1,000

\$9.90

\$9,900.00

\$100.00

3. C&D Debris Removal

Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved final disposal site

**Estimated
Quantity**

**\$ Per Cubic
Yard**

Total

**\$ Per Ton
(Alternate)**

a. 0 to 30 Miles

1,000

\$7.90

\$7,900.00

\$80.00

b. 30 to 60 Miles

1,000

\$8.00

\$8,000.00

\$90.00

c. Greater than 60 Miles

250

\$9.90

\$2,475.00

\$100.00

4. Mixed Debris Removal Work consists of the collection and transportation of eligible mixed debris removal on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
a. 0 to 30 Miles	3,000	\$7.90	\$23,700.00	\$80.00
b. 30 to 60 Miles	350	\$8.00	\$2,800.00	\$90.00
c. Greater than 60 Miles	150	\$9.90	\$1,485.00	\$100.00
5. DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	50,000	\$3.45	\$172,500.00	\$36.00
6. Haul-out of Reduced Debris to a City Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
a. 0 to 30 Miles	55,000	\$3.50	\$192,500.00	\$36.00
b. 30 to 60 Miles	2,500	\$4.40	\$11,000.00	\$48.00
c. Greater than 60 Miles	500	\$5.75	\$2,875.00	\$60.00
7. Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removals	Estimated Quantity	\$ Per Tree	Total	
a. 6 inch to 12.99 inch diameter (diameter 2' from ground)	100	\$50.00	\$5,000.00	

b. 13 inch to 24.99 inch diameter (diameter 2' from ground)	75	\$125.00	\$9,375.00	
c. 25 inch to 36.99 inch diameter (diameter 2' from ground)	10	\$225.00	\$2,250.00	
d. 37 inch to 48.99 inch diameter (diameter 2' from ground)	5	\$300.00	\$1,500.00	
e. 49 inch to larger diameter (diameter 2' from ground)	1	\$400.00	\$400.00	
f. Hanger Removal (per Tree)	500	\$80.00	\$40,000.00	
8. Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.	Estimated Quantity	\$ Per Stump	Total	
a. 24.1 inch to 36.99 inch diameter	15	\$225.00	\$3,375.00	
b. 37 inch to 48.99 inch diameter	10	\$350.00	\$3,500.00	
c. 49 inch and larger diameter	1	\$400.00	\$400.00	
9. ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a City approved DMS site or City approved facility for recycling. The Contractor shall also be responsible for the transportation of eligible white goods from the City approved DMS to a City approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total	
a. A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$60.00	\$600.00	
b. Washers, dryers, stoves, ovens and hot water heaters	25	\$40.00	\$1,000.00	

SUB-TOTAL FOR ITEMS 2 – 9 (Used for price proposal evaluation purposes)			\$ <u>1,056,535.00</u>	
10. Household Hazardous Waste Removal, Transport and Disposal Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity 50	\$ Per Pound \$8.25	Total \$412.50	
11. Freon Removal per Appliance	Estimated Quantity 10	\$30.00	\$300.00	
12.Canal/Waterways Debris Removal Work consist of picking up and transporting eligible disaster related vegetative debris from canals and waterways to a City approved debris management site (DMS) or City approved final disposal site	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 30 Miles	2,500	\$35.00	\$87,500.00	\$350.00
30 to 60 Miles	500	\$39.00	\$19,500.00	\$390.00
Greater than 60 Miles	100	\$44.00	\$4,400.00	\$440.00
13. Sand Screening. Work consists of collecting debris-laden sand, hauling to the processing screen, processing the sand through the screen and return clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDSR Site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 30 Miles	750	\$17.90	\$13,425.00	\$22.00
30 to 60 Miles	250	\$22.00	\$5,500.00	\$29.00
Greater than 60 Miles	100	\$28.00	\$2,800.00	\$39.00

14. E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors and microwaves unless otherwise specified in writing by the City	Estimated Quantity 25	\$ Per Unit \$38.00	Total \$950.00	
15. Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles	Estimated Quantity	\$ Per Unit	Total	
Passenger Car	5	\$150.00	\$750.00	
Single Axle	2	\$150.00	\$300.00	
Double Axle	2	\$200.00	\$400.00	
16. Abandoned Vessel Removal Works consists of the removal and transport of eligible abandoned vessels	Estimated Quantity	\$ Per Unit	Total	
Vessels less than 20 linear feet	1	\$1,000.00	\$1,000.00	
Vessels 21 linear feet or greater	1	\$2,000.00	\$2,000.00	
17 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound \$1.50	Total \$0.00	
SUB TOTAL FOR ITEMS 10 – 17		\$ 139,237.50		
GRAND TOTAL OF SCHEDULE 2		\$ 1,195,772.50		

NOTE: All disposal / tipping fees shall be a pass through cost at no markup.

Additional Ancillary Services

Emergency Potable Water and Ice

Water. The contractor, as directed by the City, provide whole pallets of individually bottled drinking water (16 ounce bottles). The City will instruct the Contractor as to the number of pallets needed, delivery locations (within City of Tarpon Springs), and delivery schedule. Multiple deliveries may be needed.

Bottled Water To be delivered in trailer load quantities of 16 ounce bottles on pallets	Case of 24	\$ <u>4.50</u> price per case
	Case of 32	\$ <u>5.25</u> price per case
	Case of 36	\$ <u>6.00</u> price per case
	Specify any other case sizes and costs.	

Emergency Ice. The Contractor, as directed by the City, shall provide whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct the Contractor as to the number of pallets needed, delivery locations (within City of Tarpon Springs), and delivery schedule. Multiple deliveries may be needed. The delivery vehicle may be required to stay with the ice for several days.

Ice To be delivered in trailer load quantities	
Price per ton, to include delivery vehicle	\$ <u>340.00</u> price per ton

Include list of other ancillary services your firm can provide and include pricing (use additional sheet).



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Approve Authorization of File No. 250043-C-PH for Interlocal Agreement Between Pinellas County and Local Governments for the Cooperative Emergency Procurement of Disaster Debris Collection and Removal and Disaster Debris Monitoring and Management Services (**Janina Lewis Procurement Director**)

Recommendation

Approve Interlocal Agreement with Pinellas County for utilization of Agreement No. 25-00029-E

Background

On October 13, 2024, the State of Florida Division of Emergency Management issued DEM Order No 24-014 which, among other things, required the Parties to conduct “debris removal around the clock for the first 90 days or until the debris mission is complete” whereas the County Contract provided for a twelve (12) hour work day, absent approval from the Debris Manager; and as a result, the County and certain Municipalities were unable to maintain disaster debris collection and hauling under the County Contract. On October 14, 2024, the County undertook a competitive emergency solicitation for disaster debris removal (“County Emergency Contract”) 25-00029-E; and has recognized 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 under the terms of the new contracts, Contractors: 1) DRC Emergency Services LLC.; 2) CrowderGulf Joint Ventures, Inc.; 3) AshBritt, Inc.; 4) Phillips & Jordan, Inc.; and 5) TFR Enterprises, Inc. will provide debris removal services within geographic Pinellas County, including Municipalities therein.

Funding

N/A

Strategic Plan Objective

N/A

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS FOR
THE COOPERATIVE EMERGENCY PROCUREMENT 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 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 awarded multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors as a result of COUNTY RFP Proposal Number **22-0617-P(AJM)** (“County Contract”); and

WHEREAS, on or about October 7, 2024, the State of Florida issued RFP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling vegetative debris from the right-of-way (“ROW”) to the debris management site (“DMS”) is \$14.98 per cubic yard, compared to loading and hauling of vegetative debris at \$7.68 per cubic yard under the County Contract; and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling construction and demolition debris (“C&D”) from the ROW to the DMS is \$18.00 per cubic yard, compared \$7.68 per cubic yard for C&D collection and hauling under the County Contract; and

WHEREAS, on October 13, 2024, the State of Florida Division of Emergency Management issued DEM Order No 24-014 which, among other things, required the Parties to conduct “debris removal around the clock for the first 90 days or until the debris mission is complete” whereas the County Contract provided for a twelve (12) hour work day, absent approval from the Debris Manager; and

WHEREAS, as a result, the COUNTY and certain MUNICIPALITIES were unable to maintain disaster debris collection and hauling under the County Contract and on October 14, 2024, the County undertook a competitive emergency solicitation for disaster debris removal (“County Emergency Contract”); 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 INTENT OF THE PARTIES

It is the intent of the Parties that this interlocal agreement applies only to debris collected pursuant to COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations specific to debris related to Hurricanes Helene and Milton and subject to the State requirements and pricing set forth above.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 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.

2.2 The scope of the work procured by the COUNTY as set forth in Section E of COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations to provide comprehensive disaster debris collection and removal services as and when required.

2.3 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.

2.4 The COUNTY will undertake or has undertaken procurement processes for the disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

2.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

2.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, 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).

2.7 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).

2.8 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 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY hereby endorses for itself the COUNTY's competitive procurement process and the County's emergency 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.

3.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement processes 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.

3.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or emergency procurement process, it will do so utilizing the Participation 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.

3.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

3.5 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.

3.6 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).

3.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 4 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 5 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

[The remainder of this page was intentionally left blank]

SECTION 6 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 procurements 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 7 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 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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.

8.2 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 9 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), COUNTY RFP Proposal Number 22-0601-P (Disaster Debris Monitoring and Management RFP), and/or COUNTY Emergency Contract 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10
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 11
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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

CITY OF BELLEAIR BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR

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 BELLEAIR BLUFFS

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 CLEARWATER

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:

CITY OF GULFPORT

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:

TOWN OF INDIAN SHORES

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:

CITY OF LARGO

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:

TOWN OF NORTH REDINGTON BEACH

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:

CITY OF PINELLAS PARK

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:

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 ST. PETERSBURG

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 SOUTH PASADENA

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 TREASURE ISLAND

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:

“EXHIBIT A.1”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

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 Emergency Contract 25-0029E for Disaster Debris Collection & Removal Services (“County Emergency Contract”) the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, on or about October 7, 2024, the State of Florida issued FRP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, in order to continue necessary debris operations, Pinellas County thereafter undertook a competitive emergency solicitation for disaster debris removal for debris related to Hurricanes Helene and Milton and entered into the County Emergency Contract; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Emergency 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 Emergency 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 Emergency 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 Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Emergency Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

“EXHIBIT A.1”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

CONTRACTOR

CITY/TOWN

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

“EXHIBIT A.2”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

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.

"EXHIBIT A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

1. Agreement

AGREEMENT

25-00029-E

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and AshBritt, Inc. whose primary address is 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. FEMA Grant Provisions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Services attached as Exhibit E.
 - f. Schedule of Items/ Pricing attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 Month from the Effective Date ("Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$50,000,000.00 for the Contract term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Additional Items

1. Anywhere Department is stated, it is synonymous with County.
2. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County or any participating municipalities with whom the Contractor has a separate completed Participant Agreement,
3. Acceptance of this Agreement does not obligate performance. Pinellas County and/or eligible 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). A NTP issued by the County is separate and apart from a NTP issued by a Responsible Municipality.
4. 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.
5. 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.
6. Contractor is responsible for reporting to the Debris Management, 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.
7. 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.
8. Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
9. Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
10. 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.
11. 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.

12. 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 Debris Manager, unless and until First Push is completed for the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: AshBritt, Inc.

Signature: *Rob Ray*

Print Name and Title: Rob Ray, Sr. Vice President

Date: 10/17/2024

For County: *Barry Burton*

Signature:

Print Name and Title: Barry Burton - County Administrator

Date: October 18, 2024

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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.

Domestic preferences for procurements. [2 CFR § 200.322]:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known : *Name *Street 1 *Street 2 *City *State *Zip 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

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 C
FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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 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.
- 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, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 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 under the 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 of contractors 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 penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor 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, the administering 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 any violation 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 of the 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 liquidated damages 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 section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 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.

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 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.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

AGREEMENT

EXHIBIT D - 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.

AGREEMENT

- (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.

EXHIBIT “E”

SCOPE OF SERVICES

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1. DESCRIPTION

The purpose of this Contract is to provide Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to a Governor’s Declaration of a State of Emergency (“State of Emergency”). This Contract includes the following county: Pinellas. The Contractor must perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to the terms of this Contract and at the direction of the Department within this county.

This Scope of Services (“Scope”) describes and defines the services that are required for the execution of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations on Federal Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impacts of events associated with a State of Emergency. If more than one award is made, award and contract activation will be based off lowest responsive bid then the next lowest responsive bid and so forth based on the Contractor’s availability and ability to satisfy the needs of the Department at the time contacted.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any Temporary Traffic Control (“TTC”), Mobilization, and Demobilization. Activities include, but are not limited to, field operations (day and/or night) for; debris pickup, hauling and removal; staging and reduction; management of Debris Management Site(s) (“DMS”); cutting, hauling, and removing hazardous trees; cutting, hauling, and removing hazardous limbs; cutting, extracting, hauling, and removing hazardous stumps; final disposal; and overall debris management. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations performed under this Contract shall be in accordance with the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, along with any Specifications detailed in this Scope and the Department's Standard Plans.

Upon notice by the Department, the Contractor shall have the ability to deploy a minimum of 9 Debris Removal Crews and 3 Hazardous Tree Removal Crews directly to work sites or staging sites as directed by the Department. All crews deployed as part of this Contract will be maintained until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding roadway limits provided for which the Contractor will be responsible.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department or designee for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s), ("FDDRP"), which includes but is not limited to, programs of the Federal Emergency Management Agency and the Federal Highway Administration.

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five calendar days after receipt of any Task Work Order pursuant to this Contract and at all times during the term hereof, including extensions, the Contractor shall supply and keep in force a fully executed bond provided by a surety authorized to do business in the State of Florida payable to the Department in a sum at least equal to the total amount of all Task Work Orders. The contract Bond shall be provided on Department Form 375-020-27 and shall be complete and in compliance with all applicable Florida Statutes.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A, Department Form Number 700-050-21) for each Contract Bond to the Department within 90 calendar days of the end of the Contract. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, Florida Administrative Code (F.A.C), which would prohibit the Contractor from bidding, subcontracting, or acting as a material supplier on any future Department contracts.

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. Task Work Orders may be amended at the discretion of the Department. For each Task Work Order, the Department will include a description of the work location and will prepare an estimate on the amount of work and price based on the rates established in the Contract Schedule of Items and establish the maximum amount of compensation that can be paid for each executed Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. The Contractor shall not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Operations to be provided must be initiated and completed by the Contractor within the dates and terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system or on private property unless the Department directs and authorizes the work in writing and coordinates with the appropriate jurisdiction(s).

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3 Cadaver Discovery

Each Debris Removal Crew member and Hazardous Tree Removal Crew member is responsible for monitoring work areas, watching the debris pile and recognizing any potential human remains. Crew members will stop work in the area and notify law enforcement and the Department's Project Manager immediately if they believe they have identified human remains. The Crew shall remain at the site until released by the authority having jurisdiction.

Except for law enforcement, all Crews are forbidden from sharing any information concerning the deceased. The Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

1.4 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **Debris Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Debris Removal Operations, which as a minimum, shall include: one (1) crew leader with a pickup truck; one (1) hauling unit

with an operator; and one (1) loading unit with an operator. The crew leader and operators shall be equipped with a chainsaw and trained and able to operate a chainsaw when needed.

- B. **Hazardous Tree Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Hazardous Tree, Limb, and Stump Removal Operations.
- C. **Debris Removal Operations** means removing all debris along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department and providing other related services set forth in the Contract. Subsequent passes for removal of debris may be necessary as directed and authorized by the Department.
- D. **Hazardous Tree, Limb, and Stump Removal Operations** means cutting hazardous trees, cutting hazardous limbs from trees, and cutting, extracting and removing hazardous stumps along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all contract terms. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations must be performed by the Contractor in the presence of Department personnel or their designated representative, unless otherwise authorized by the Department:

2.1. Field Operations

- A. Mobilize the required equipment, labor, and materials pursuant to Section 1.0 of this Contract to the locations designated by the Department within twenty-four (24) hours of execution of the Task Work Order. The Department may authorize additional Crews as needed based upon the projected severity of the event and input from the Contractor. Any required Crews supplementary to the original request shall report to assigned work locations within 24 hours of notification and the execution of an amended work task order.
- B. Once road priorities are established by the Department, Debris Removal Crews and Hazardous Tree Removal Crews shall be required to complete assigned operations from entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department.
- C. The Contractor shall begin and end workdays at the times designated by the Department and within the Department work hour restrictions (e.g., school zones, peak hours, and residential zones).

- D. The Contractor shall perform and document Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations as directed and in accordance with the applicable FDDRP requirements.

All storm or disaster related debris will be categorized into the following types:

- Vegetative
- Seaweed
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Putrescent Debris

- E. The Contractor shall remove vegetative debris. Removal of vegetative debris shall commence only when authorization has been given by the Department. Vegetative debris removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Vegetative debris to be removed includes trees less than six (6) inches, hazardous stumps less than twenty-four (24) inches, and all debris resulting from hazardous limb cutting, hazardous tree cutting, and stump removal operations.
- F. All holes resulting from root-ball removal operations shall be backfilled to natural ground with material approved by the Department. The Contractor shall maintain and provide documentation for the materials used when requested by the Department. The Contractor shall extract and remove hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department. Hazardous stump removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Hazardous stumps shall be kept separate from other vegetative debris.
- G. The Contractor shall cut hazardous limbs from trees. Cutting of hazardous limbs from the tree shall commence when authorization has been given by the Department. Hazardous limb cutting shall be in accordance with applicable FDDRP requirements as directed by the Department. Palm fronds are not considered hazardous limbs, and no payment will be made for removal of palm fronds.

All hazardous limb cutting operations shall be performed in concurrence with work being performed in the sector. Hazardous limbs shall be cut at the closest main branch and placed at a safe location on the Department owned right of way.

- H. The Contractor shall cut hazardous trees. Cutting of hazardous trees shall commence when authorization has been given by the Department. Hazardous tree cutting

operations shall be in accordance with applicable FDDRP requirements as directed by the Department.

Hazardous trees shall be flush cut at the ground level and placed at a safe location on the Department owned right of way.

- I. The Contractor shall haul seaweed directly to a landfill for disposal.
- J. The Contractor shall vacuum inlets and sweep curb and gutter sections as directed by the Department. The Contractor shall provide digital photographs documenting the conditions before vacuuming and sweeping and after vacuuming and sweeping.
- K. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Putrescent debris is defined as debris that will decompose or rot (animal carcasses and organic fleshy matter). Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- L. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- M. The Contractor shall collect e-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. E-waste is defined as electronics that contain hazardous materials (e.g., computer monitors, televisions, cell phones, and batteries).
- N. The Contractor shall remove vessels, trailers, and vehicles from the rights-of-way and property that impede the flow of traffic and block public access and critical facilities as directed by the Department. The Contractor shall store vessels, trailers, and vehicles in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Department.
- O. As directed by the Department, the Contractor shall perform mechanical screening of sand deposited on the rights-of-way. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined. Eligible storm debris will be hauled to a DMS or final disposal site.

Sand contaminated with any hazardous wastes shall be properly segregated and identified, handled, stored, and transported in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand.

- P. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- Q. The Contractor shall keep all work for other clients and contracts separate from the Department's Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.
- R. The Contractor shall not perform any work on private property without first receiving authorization from the Department, as well as complying with any applicable FDDRP requirements.
- S. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Department. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.

2.2. Contractor Equipment and Personnel

- A. The Contractor shall perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the District Emergency Operations Center ("EOC") or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report the status of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations by quantity, county and roadway at interval times, as determined by the Department, to a Department designated representative.
- B. All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- C. All trucks must be mechanically loaded and unloaded, and all loads must be reasonably compacted and securely covered.
- D. All equipment shall clearly and legibly display the Contractor's or subcontractor's name. Law enforcement may require additional documentation authorizing the Contractor to access certain roadways. The Contractor shall notify the Department if additional documentation is needed and obtain from the Department, maintain, and make available such documentation to law enforcement to access the roadways. The Contractor shall not share the documentation with others outside this Contract. The Department may provide such documentation authorizing access prior to operations.
- E. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required to provide visibility. The lights must be operating when the vehicle is in a work area.
- F. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- G. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- H. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- I. The Contractor shall submit reports within the timeframes and in the formats as requested by the Department.

2.3. Temporary Traffic Control ("TTC")

- A. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this contract to the Department's Project Manager. The Contractor shall provide these certifications prior to starting work.

- B. The Contractor shall provide TTC at all times in accordance with Department Standard Plans and may include off-duty law enforcement.
- C. A minimum of one person per crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the Department's TTC Training Handbook.
- D. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans and in accordance with the approved vendor drawings. All temporary traffic control devices shall be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- E. Lane closures will not be allowed without authorization from the Department.

2.4. Staging/Reduction of Debris

- A. The Contractor shall provide additional DMS locations as needed and secure the necessary permits in its name for any additional Contractor-supplied DMS locations from the appropriate regulatory agencies. All permits and documentation for additional DMS locations shall be provided to the Department. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for its actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Department.
- B. The Contractor shall prepare and manage DMS locations in close coordination with the Department or designee and restore site(s) to the original condition to the satisfaction of the Department and the appropriate regulatory agencies.
- C. The Contractor shall perform all testing required by the appropriate regulatory agencies to ensure DMS locations have not been contaminated.
- D. The Contractor may use pre-identified DMS locations within District(s) 7 based on availability. Department approval is required prior to opening any DMS location for debris operations.
- E. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Department may be brought to same DMS as the Contractor. Debris brought to DMS by the Department shall not be co-mingled with debris brought to DMS by the Contractor.
- F. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:

- Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
- Provide necessary electricity, water, and sanitary facilities.
- Control the ingress/egress, drainage, dust, and erosion on site.
- Maintain all access roads.
- Provide monitoring towers as needed.
- Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.
- Maintain segregation of debris.

G. The Contractor shall provide a means for the Department or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Department or their designated representative. The Contractor herein certifies that all drivers performing work under this Contract possess a valid driver's license appropriate for the vehicle operated in performance of the services described herein, free of any suspensions, restrictions or revocations of driving privileges during the term of this Contract. The Contractor shall immediately notify the Department of any traffic infractions obtained by drivers during the performance of work under this Contract. The Contractor shall immediately remove any driver from performing work under this Contract if the driver's license is lost, expired, restricted, suspended or revoked for any reason during the term of this Contract. All active DMS locations must be equipped with at least one tower from which a Quality Control Tower Monitor can safely view the contents of each load and determine the capacities and contents of each load entering and exiting the DMS location. Each tower must contain a fire extinguisher and a first aid kit.

H. The Contractor shall begin debris reduction no later than seven (7) days of DMS activation. Within three (3) weeks of initial acceptance of debris at DMS, Contractor shall begin hauling reduced debris from the DMS location to the final disposal site, unless otherwise directed by the Department.

- I. The Contractor shall reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (proper authorization must be obtained)
 - Recycling
 - Open air burning with proper authorization and consistent with laws and regulations.

The Department will specify the allowable reduction method at each DMS location.

When directed by the Department, the Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Department crews. For this debris, the Contractor will only be compensated for reduction and hauling to final disposal. The Contractor will be required to keep reduced vegetative debris resulting from debris hauled to the DMS location by Department crews separate from debris hauled by the Contractor.

- J. The Contractor shall clean and process White Goods to remove putrescent debris. Ozone-depleting refrigerants, mercury, or compressor oils must be identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- K. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- L. The Contractor shall store any vessels, trailers, or vehicles removed from rights-of-way in a secured area designated by the Contractor and approved by the Department.
- M. The Contractor shall remove all minerals and fluids from vehicles and vessels prior to processing or destruction. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws, only after receiving authorization from the Department. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- N. Contractor shall, whenever possible, recycle debris. Common recyclable materials are metals, soils, concrete, asphalt, and masonry debris. Any proceeds from recycling operations received by the Contractor shall be kept by the Contractor but reflected as a credit on the next Contractor invoice(s).
- O. The Contractor shall directly haul C&D debris to the nearest landfill that accepts C&D in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. The Contractor shall not stage C&D at DMS locations unless authorized by the Department.

2.5. Invoicing

- A. The Contractor shall provide proper documentation to the Department for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable FDDRP.
- B. The Contractor shall provide a daily spreadsheet of operations data including load tickets and worksheets to the Department or designated representative for reconciliation of monitoring records to properly document the contract work in accordance with the Department's and applicable FDDRP requirements. Once verified submit to the Department for payment.
- C. The Contractor shall invoice the Department on thirty 30-day increments starting with the date of the first authorized Task Work Order. Each invoice shall include all activities completed since the previous invoice. The Contractor shall prepare and maintain

documentation supporting the invoices according to the FDDRP requirements. All documentation including original load and disposal tickets must be complete, clear and legible. Each invoice submitted for payment shall include the following:

- a. Contract number and financial project number
- b. Invoice number
- c. Date submitted and the work period covered
- d. Original receipts and all backup necessary to support the quantities and amounts invoiced.
- e. Digital photographs of pre/post work locations, activities, and any damage caused or encountered during Contractor's operations.
- f. A certification Disbursement of previous periodic payments to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date.
- g. Proper documentation as required by FDDRP for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement to the Department.
- h. Excel spreadsheet of work performed,

D. Invoices shall be submitted to:

Florida Department of Transportation, or designee
Attention: Zachary Stringer

- E. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.
- F. A lump sum retainage of ten percent (10%) will be withheld from each invoice. The Contractor must show this retainage on the invoice. The retainage will be released when the DMS are restored to their original condition or as otherwise mutually agreed by the Parties.
- G. The Contractor shall provide the Department with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Department shall identify and evaluate the estimated quantity, type and location of debris in conjunction with field consultants and contractors.

- B. The Department shall provide a minimum of twenty-four (24) hours notification from the time the Task Work Order is approved, specifying to the Contractor the following: the required number of Debris Removal Crews and the required number of Hazardous Tree Removal Crews; the Department-designated location(s); the required date/time to report to work location sites; and contact information for the Department's representative.
- C. The Department or authorized designee shall provide field inspectors in sufficient numbers to adequately monitor all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations. The Department intends to assign at least one (1) inspector to each Debris Removal Crew and Hazardous Tree Removal Crew; however, the Department may alter the distribution of inspectors in its sole discretion. The Department must obtain from the Contractor, photographic documentation of all stumps removed, and hazardous trees and hazardous limbs cut from trees under this Contract. The Contractor shall not cut any hazardous trees or hazardous limbs from the tree or remove any stumps until proper documentation has been received by the Department from the Contractor. Photographs obtained by the Department from the Contractor shall clearly depict the nature of the threat or hazard posed by the hazardous trees, limbs, or stumps before they are authorized for cutting or removal.
- D. The Department or authorized designee shall identify and prioritize in coordination with field teams and contractors Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations authorized on state and Federal Aid Highway segments and local roadways authorized by the Department. Prioritization of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- E. The Contractor shall remove trailers, vessels, and vehicles from the right-of-way if they are impeding the flow of traffic and block public access and critical facilities as directed by the Department. Once removed, the Department will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Department will authorize final disposal.
- F. The Department shall provide guidance regarding restrictions of work hours (e.g., school zones, peak hours, and residential zones).

3.2 Staging/Reduction of Debris

- A. The Department will make reasonable efforts to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.

- B. The Department or designee shall provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. The Department or designee shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Department shall provide a spreadsheet that will be used for invoicing in a format to properly document the Contract work in accordance with applicable Department and FDDRP requirements.
- B. The Department shall schedule and facilitate planning meetings with the Contractor.
- C. The Department shall ensure the proper Right of Entry Form and Indemnification Certification is obtained from any property owner prior to commencing any work on private property, if this work is authorized and directed by the Department

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, including but not limited to Mobilization, Demobilization and TTC shall be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this Scope, all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

4.1. Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to load and haul/transport all vegetative debris from the right-of-way and unload at a DMS or at the final disposal location. Vegetative debris includes hazardous trees and hazardous limbs cut from the tree, and stumps less than twenty-four (24) inches in diameter, extracted and placed on the right of way.

Measurement for loading and hauling vegetative debris will be per cubic yard.

4.2. Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management and restoration of the DMS location.

Measurement for management of the DMS will measure per cubic yard of debris hauled into the DMS.

4.3. Reduction of Vegetative Debris from ROW to DMS Location

This item consists of furnishing all labor, equipment, and materials necessary for reduction of all vegetative debris.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

4.4. Loading, Hauling and Final Disposal of Reduced Vegetative Debris from DMS location to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5. Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6. Loading, Hauling, Unloading C&D Debris From ROW to DMS Location and DMS to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to DMS location and from DMS location to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.7. Sweeping Roadway- Urban (includes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway curb and gutter sections, adjacent sidewalks, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for urban roadway sweeping will be per mile.

4.8. Sweeping Roadway- Rural (excludes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for rural roadway sweeping will be per mile.

4.9. Vacuum Inlets

This item consists of furnishing all labor, equipment, and materials necessary to vacuum sediment and remnants of vegetative debris from inlets and final disposal of deposited debris and sediment.

Measurement for vacuuming inlets will be per each.

4.10. White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods and any materials contained in the appliance from right-of-way or DMS location to final disposal site.

Measurement for White Good debris will be per each.

4.11. Removal and final Disposal of Household Hazardous Waste (HHW)

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the right-of-way to the proper final disposal of all HHW debris.

Measurement for HHW debris will be per 55-gallon drum.

4.12. Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way and proper final disposal of all E-waste debris. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for E-waste debris will be measured per each.

4.13. Removal of trailers and vehicles

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of trailer/vehicle debris will be per each.

4.14. Removal of Vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned vessels pursuant to Department processes and procedures. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vessel debris will be per linear foot of the vessel.

4.15. Removal of Putrescent Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.16. Seaweed Removal Loading and Hauling

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of seaweed debris.

Measurement for seaweed debris removal will be per cubic yard.

4.17. Sand Screening

This item consists of furnishing all labor, equipment, and materials necessary to mechanically screen sand.

Measurement for sand screening will be per cubic yard.

4.18. Loading, Hauling Sand, Rock, Soil, Silt, and Sediment (i.e. Earthen Debris)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way to DMS, from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris.

Measurement for earthen debris will be per cubic yard of material removed.

4.19. Hazardous Stump Removal

This item consists of furnishing all labor, equipment and materials necessary for removal and final disposal and backfilling of hazardous stumps as determined by applicable FDDRP requirements. These hazardous stumps may be fully detached from the ground or fully-to-partially attached to the ground. If required, this item shall also include any costs for extraction of the hazardous stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps, as directed and authorized by the Department. All costs for reduction and disposal of hazardous stumps will be included in this item.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls requiring extraction will be per each hazardous stump removed.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls not requiring extraction will be per cubic yard.

4.20. Hazardous Limb Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut from the tree hazardous limbs greater than two inches in diameter measured at the point of break.

Measurement for hazardous limb cuts from the tree will be per tree, regardless of the number of limbs cut from the tree.

4.21. Hazardous Tree Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut hazardous trees six inches or larger in diameter, measured 4.5 feet above the ground surface, flush cutting at ground level if less than 50% of the root ball is exposed.

Measurement for hazardous tree cut will be per each hazardous tree, based on the diameter of the tree.

4.22. Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Department for actual costs provided accurate records are kept and scale tickets are submitted with the invoice.

5. MATERIAL BREACH OF CONTRACT

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to provide at least 75% of the total number of Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or
- B. The Contractor fails to provide at least 75% of the total number of Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or

- C. The Contractor fails to provide at least 75% of the total number of additional Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- D. The Contractor fails to provide at least 75% of the total number of additional Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- E. The Contractor fails to keep on-site and maintain at least 75% of the total number of Debris Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.
- F. The Contractor fails to keep on-site and maintain at least 75% of the total number of Hazardous Tree Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy, and the Department may exercise any other available remedies and rights.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The FY 2024- 25 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Non collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to

the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department’s website at the following URL address: <https://bqa.fdot.gov/home>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Zachary Stringer at zachary.stringer@dot.state.fl.us.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the

Department upon completion of the Contract, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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:

**District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

Article 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department’s right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice

described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable

materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work, then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3 is deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

9-3.4 Deviation from Plan Dimensions:

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

"EXHIBIT F"

SCHEDULE OF ITEMS

EMERGENCY DEBRIS REMOVAL OPERATIONS

H1212

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	1,000 CY	\$14.98 /CY	\$14,980.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500 CY	\$14.98 /CY	\$7,490.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	50,000 CY	\$1.00 /CY	\$50,000.00
4	Reduction of Vegetative Debris	Cubic Yard (CY)	N/A	Grinding	1,000 CY	\$5.98 /CY	\$5,980.00
				Air Curtain Incineration	N/A	N/A	n/a
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500 CY	\$5.00 /CY	\$2,500.00
6	Loading, Hauling, & Unloading C&D Debris– Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	15,120 CY	\$27.00 /CY	\$408,240.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	15,120 CY	\$18.00 /CY	\$272,160.00
			From DMS to Final Disposal	N/A	15,120 CY	\$14.00 /CY	\$211,680.00
8	Sweeping Curb and Gutter	Curb Mile	N/A	N/A	50 CM	\$300.00 /CM	\$15,000.00
9	Vacuum Inlets	Each	N/A	N/A	100 EA	\$450.00 /EA	\$45,000.00
10	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling / Disposal	Each	From ROW to Final Disposal	N/A	50 EA	\$250.00/EA	\$12,500.00
			From ROW to DMS to Final Disposal	N/A	50 EA	\$225.00 /EA	\$11,250.00
11	Hazardous Household Waste (HHW) (i.e. Orphaned Drums)	55 Gal Drum	From ROW to Final Disposal	N/A	5 EA	\$1,500.00 /EA	\$7,500.00
12	E-waste	Each	From ROW to Final Disposal	N/A	25 EA	\$45.00 /EA	\$1,125.00

13	Trailers and Vehicles	Each Vehicle (Cars, trucks, tractor trailers)	From ROW to Storage to Final Disposal	N/A	3 EA	\$400.00 /EA	\$1,200.00
14	Vessels	Per Linear Foot	From ROW to Storage to Final Disposal	< 30 feet	5 LF	\$700.00 /LF	\$3,500.00
				> 30 feet	5 LF	\$1,800.00 /LF	\$9,000.00
15	Putrescent Debris	Per Pound (weight @ removal)	From ROW to Final Disposal	N/A	500 LB	\$15.00 /LB	\$7,500.00
16	Seaweed Debris	CY	ROW to Final Disposal	N/A	N/A	N/A	n/a
17	Sand Screening	CY	Onsite	N/A	50,000 CY	\$6.50 /CY	\$325,000.00
18	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	8,000 CY	\$18.00 /CY	\$144,000.00
			From DMS to Final Disposal/Location	N/A	50,000 CY	\$36.00 /CY	\$1,800,000.00
19	Disposal / Tipping Fees	Actual Costs	N/A	N/A			

If a pay item is left blank or N/A is used, the bid shall be declared irregular and the Department may reject the proposal (with the exception of item #18).

Rates shall include all overhead, operating margin, and other expenses.

Rates shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the rates shown shall be paid by the Department.

Payment will be made based on actual units of work performed as approved by the Department.

1. Agreement

AGREEMENT

25-00029-E

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and CrowderGulf Joint Ventures, Inc whose primary address is 5629 Commerce Boulevard East, Mobile, AL 36619 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. FEMA Grant Provisions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Services attached as Exhibit E.
 - f. Schedule of Items/ Pricing attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 Month from the Effective Date ("Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$113,538,500.00 for the Contract term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Additional Items

1. Anywhere Department is stated, it is synonymous with County.
2. 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.
3. 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).
4. 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.
5. 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.
6. Contractor is responsible for reporting to the Debris Management, 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.
7. 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.
8. Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
9. Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
10. 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.
11. 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.

12. 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 Debris Manager, unless and until First Push is completed for the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: 

Print Name and Title: Ashley Ramsay-Naile

Date: 10/14/2024

For County: 

Signature:

Print Name and Title: Barry Burton - County Administrator

Date: October 15, 2024

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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.

Domestic preferences for procurements. [2 CFR § 200.322]:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known : *Name _____ *Street 1 _____ *Street 2 _____ *City _____ *State _____ *Zip _____ 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 <i>(if individual, last name, first name, MI):</i> _____ 			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI) :</i> _____ 		
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: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

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 C
FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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 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.
- 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, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 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 under the 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 of contractors 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 penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor 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, the administering 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 any violation 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 of the 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 liquidated damages 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 section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 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.

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 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.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

AGREEMENT

EXHIBIT D - 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@jdidata.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.

AGREEMENT

- (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.

EXHIBIT “E”

SCOPE OF SERVICES

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1. DESCRIPTION

The purpose of this Contract is to provide Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to a Governor’s Declaration of a State of Emergency (“State of Emergency”). This Contract includes the following county: Pinellas. The Contractor must perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to the terms of this Contract and at the direction of the Department within this county.

This Scope of Services (“Scope”) describes and defines the services that are required for the execution of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations on Federal Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impacts of events associated with a State of Emergency. If more than one award is made, award and contract activation will be based off lowest responsive bid then the next lowest responsive bid and so forth based on the Contractor’s availability and ability to satisfy the needs of the Department at the time contacted.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any Temporary Traffic Control (“TTC”), Mobilization, and Demobilization. Activities include, but are not limited to, field operations (day and/or night) for; debris pickup, hauling and removal; staging and reduction; management of Debris Management Site(s) (“DMS”); cutting, hauling, and removing hazardous trees; cutting, hauling, and removing hazardous limbs; cutting, extracting, hauling, and removing hazardous stumps; final disposal; and overall debris management. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations performed under this Contract shall be in accordance with the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, along with any Specifications detailed in this Scope and the Department's Standard Plans.

Upon notice by the Department, the Contractor shall have the ability to deploy a minimum of 9 Debris Removal Crews and 3 Hazardous Tree Removal Crews directly to work sites or staging sites as directed by the Department. All crews deployed as part of this Contract will be maintained until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding roadway limits provided for which the Contractor will be responsible.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department or designee for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s), ("FDDRP"), which includes but is not limited to, programs of the Federal Emergency Management Agency and the Federal Highway Administration.

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five calendar days after receipt of any Task Work Order pursuant to this Contract and at all times during the term hereof, including extensions, the Contractor shall supply and keep in force a fully executed bond provided by a surety authorized to do business in the State of Florida payable to the Department in a sum at least equal to the total amount of all Task Work Orders. The contract Bond shall be provided on Department Form 375-020-27 and shall be complete and in compliance with all applicable Florida Statutes.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A, Department Form Number 700-050-21) for each Contract Bond to the Department within 90 calendar days of the end of the Contract. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, Florida Administrative Code (F.A.C), which would prohibit the Contractor from bidding, subcontracting, or acting as a material supplier on any future Department contracts.

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. Task Work Orders may be amended at the discretion of the Department. For each Task Work Order, the Department will include a description of the work location and will prepare an estimate on the amount of work and price based on the rates established in the Contract Schedule of Items and establish the maximum amount of compensation that can be paid for each executed Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. The Contractor shall not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Operations to be provided must be initiated and completed by the Contractor within the dates and terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system or on private property unless the Department directs and authorizes the work in writing and coordinates with the appropriate jurisdiction(s).

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3 Cadaver Discovery

Each Debris Removal Crew member and Hazardous Tree Removal Crew member is responsible for monitoring work areas, watching the debris pile and recognizing any potential human remains. Crew members will stop work in the area and notify law enforcement and the Department's Project Manager immediately if they believe they have identified human remains. The Crew shall remain at the site until released by the authority having jurisdiction.

Except for law enforcement, all Crews are forbidden from sharing any information concerning the deceased. The Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

1.4 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **Debris Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Debris Removal Operations, which as a minimum, shall include: one (1) crew leader with a pickup truck; one (1) hauling unit

with an operator; and one (1) loading unit with an operator. The crew leader and operators shall be equipped with a chainsaw and trained and able to operate a chainsaw when needed.

- B. **Hazardous Tree Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Hazardous Tree, Limb, and Stump Removal Operations.
- C. **Debris Removal Operations** means removing all debris along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department and providing other related services set forth in the Contract. Subsequent passes for removal of debris may be necessary as directed and authorized by the Department.
- D. **Hazardous Tree, Limb, and Stump Removal Operations** means cutting hazardous trees, cutting hazardous limbs from trees, and cutting, extracting and removing hazardous stumps along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all contract terms. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations must be performed by the Contractor in the presence of Department personnel or their designated representative, unless otherwise authorized by the Department:

2.1. Field Operations

- A. Mobilize the required equipment, labor, and materials pursuant to Section 1.0 of this Contract to the locations designated by the Department within twenty-four (24) hours of execution of the Task Work Order. The Department may authorize additional Crews as needed based upon the projected severity of the event and input from the Contractor. Any required Crews supplementary to the original request shall report to assigned work locations within 24 hours of notification and the execution of an amended work task order.
- B. Once road priorities are established by the Department, Debris Removal Crews and Hazardous Tree Removal Crews shall be required to complete assigned operations from entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department.
- C. The Contractor shall begin and end workdays at the times designated by the Department and within the Department work hour restrictions (e.g., school zones, peak hours, and residential zones).

- D. The Contractor shall perform and document Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations as directed and in accordance with the applicable FDDRP requirements.

All storm or disaster related debris will be categorized into the following types:

- Vegetative
- Seaweed
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Putrescent Debris

- E. The Contractor shall remove vegetative debris. Removal of vegetative debris shall commence only when authorization has been given by the Department. Vegetative debris removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Vegetative debris to be removed includes trees less than six (6) inches, hazardous stumps less than twenty-four (24) inches, and all debris resulting from hazardous limb cutting, hazardous tree cutting, and stump removal operations.
- F. All holes resulting from root-ball removal operations shall be backfilled to natural ground with material approved by the Department. The Contractor shall maintain and provide documentation for the materials used when requested by the Department. The Contractor shall extract and remove hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department. Hazardous stump removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Hazardous stumps shall be kept separate from other vegetative debris.
- G. The Contractor shall cut hazardous limbs from trees. Cutting of hazardous limbs from the tree shall commence when authorization has been given by the Department. Hazardous limb cutting shall be in accordance with applicable FDDRP requirements as directed by the Department. Palm fronds are not considered hazardous limbs, and no payment will be made for removal of palm fronds.

All hazardous limb cutting operations shall be performed in concurrence with work being performed in the sector. Hazardous limbs shall be cut at the closest main branch and placed at a safe location on the Department owned right of way.

- H. The Contractor shall cut hazardous trees. Cutting of hazardous trees shall commence when authorization has been given by the Department. Hazardous tree cutting

operations shall be in accordance with applicable FDDRP requirements as directed by the Department.

Hazardous trees shall be flush cut at the ground level and placed at a safe location on the Department owned right of way.

- I. The Contractor shall haul seaweed directly to a landfill for disposal.
- J. The Contractor shall vacuum inlets and sweep curb and gutter sections as directed by the Department. The Contractor shall provide digital photographs documenting the conditions before vacuuming and sweeping and after vacuuming and sweeping.
- K. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Putrescent debris is defined as debris that will decompose or rot (animal carcasses and organic fleshy matter). Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- L. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- M. The Contractor shall collect e-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. E-waste is defined as electronics that contain hazardous materials (e.g., computer monitors, televisions, cell phones, and batteries).
- N. The Contractor shall remove vessels, trailers, and vehicles from the rights-of-way and property that impede the flow of traffic and block public access and critical facilities as directed by the Department. The Contractor shall store vessels, trailers, and vehicles in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Department.
- O. As directed by the Department, the Contractor shall perform mechanical screening of sand deposited on the rights-of-way. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined. Eligible storm debris will be hauled to a DMS or final disposal site.

Sand contaminated with any hazardous wastes shall be properly segregated and identified, handled, stored, and transported in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand.

- P. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- Q. The Contractor shall keep all work for other clients and contracts separate from the Department's Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.
- R. The Contractor shall not perform any work on private property without first receiving authorization from the Department, as well as complying with any applicable FDDRP requirements.
- S. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Department. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.

2.2. Contractor Equipment and Personnel

- A. The Contractor shall perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the District Emergency Operations Center ("EOC") or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report the status of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations by quantity, county and roadway at interval times, as determined by the Department, to a Department designated representative.
- B. All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- C. All trucks must be mechanically loaded and unloaded, and all loads must be reasonably compacted and securely covered.
- D. All equipment shall clearly and legibly display the Contractor's or subcontractor's name. Law enforcement may require additional documentation authorizing the Contractor to access certain roadways. The Contractor shall notify the Department if additional documentation is needed and obtain from the Department, maintain, and make available such documentation to law enforcement to access the roadways. The Contractor shall not share the documentation with others outside this Contract. The Department may provide such documentation authorizing access prior to operations.
- E. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required to provide visibility. The lights must be operating when the vehicle is in a work area.
- F. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- G. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- H. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- I. The Contractor shall submit reports within the timeframes and in the formats as requested by the Department.

2.3. Temporary Traffic Control ("TTC")

- A. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this contract to the Department's Project Manager. The Contractor shall provide these certifications prior to starting work.

- B. The Contractor shall provide TTC at all times in accordance with Department Standard Plans and may include off-duty law enforcement.
- C. A minimum of one person per crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the Department's TTC Training Handbook.
- D. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans and in accordance with the approved vendor drawings. All temporary traffic control devices shall be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- E. Lane closures will not be allowed without authorization from the Department.

2.4. Staging/Reduction of Debris

- A. The Contractor shall provide additional DMS locations as needed and secure the necessary permits in its name for any additional Contractor-supplied DMS locations from the appropriate regulatory agencies. All permits and documentation for additional DMS locations shall be provided to the Department. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for its actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Department.
- B. The Contractor shall prepare and manage DMS locations in close coordination with the Department or designee and restore site(s) to the original condition to the satisfaction of the Department and the appropriate regulatory agencies.
- C. The Contractor shall perform all testing required by the appropriate regulatory agencies to ensure DMS locations have not been contaminated.
- D. The Contractor may use pre-identified DMS locations within District(s) 7 based on availability. Department approval is required prior to opening any DMS location for debris operations.
- E. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Department may be brought to same DMS as the Contractor. Debris brought to DMS by the Department shall not be co-mingled with debris brought to DMS by the Contractor.
- F. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:

- Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
- Provide necessary electricity, water, and sanitary facilities.
- Control the ingress/egress, drainage, dust, and erosion on site.
- Maintain all access roads.
- Provide monitoring towers as needed.
- Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.
- Maintain segregation of debris.

G. The Contractor shall provide a means for the Department or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Department or their designated representative. The Contractor herein certifies that all drivers performing work under this Contract possess a valid driver's license appropriate for the vehicle operated in performance of the services described herein, free of any suspensions, restrictions or revocations of driving privileges during the term of this Contract. The Contractor shall immediately notify the Department of any traffic infractions obtained by drivers during the performance of work under this Contract. The Contractor shall immediately remove any driver from performing work under this Contract if the driver's license is lost, expired, restricted, suspended or revoked for any reason during the term of this Contract. All active DMS locations must be equipped with at least one tower from which a Quality Control Tower Monitor can safely view the contents of each load and determine the capacities and contents of each load entering and exiting the DMS location. Each tower must contain a fire extinguisher and a first aid kit.

H. The Contractor shall begin debris reduction no later than seven (7) days of DMS activation. Within three (3) weeks of initial acceptance of debris at DMS, Contractor shall begin hauling reduced debris from the DMS location to the final disposal site, unless otherwise directed by the Department.

- I. The Contractor shall reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (proper authorization must be obtained)
 - Recycling
 - Open air burning with proper authorization and consistent with laws and regulations.

The Department will specify the allowable reduction method at each DMS location.

When directed by the Department, the Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Department crews. For this debris, the Contractor will only be compensated for reduction and hauling to final disposal. The Contractor will be required to keep reduced vegetative debris resulting from debris hauled to the DMS location by Department crews separate from debris hauled by the Contractor.

- J. The Contractor shall clean and process White Goods to remove putrescent debris. Ozone-depleting refrigerants, mercury, or compressor oils must be identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- K. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- L. The Contractor shall store any vessels, trailers, or vehicles removed from rights-of-way in a secured area designated by the Contractor and approved by the Department.
- M. The Contractor shall remove all minerals and fluids from vehicles and vessels prior to processing or destruction. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws, only after receiving authorization from the Department. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- N. Contractor shall, whenever possible, recycle debris. Common recyclable materials are metals, soils, concrete, asphalt, and masonry debris. Any proceeds from recycling operations received by the Contractor shall be kept by the Contractor but reflected as a credit on the next Contractor invoice(s).
- O. The Contractor shall directly haul C&D debris to the nearest landfill that accepts C&D in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. The Contractor shall not stage C&D at DMS locations unless authorized by the Department.

2.5. Invoicing

- A. The Contractor shall provide proper documentation to the Department for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable FDDRP.
- B. The Contractor shall provide a daily spreadsheet of operations data including load tickets and worksheets to the Department or designated representative for reconciliation of monitoring records to properly document the contract work in accordance with the Department's and applicable FDDRP requirements. Once verified submit to the Department for payment.
- C. The Contractor shall invoice the Department on thirty 30-day increments starting with the date of the first authorized Task Work Order. Each invoice shall include all activities completed since the previous invoice. The Contractor shall prepare and maintain

documentation supporting the invoices according to the FDDRP requirements. All documentation including original load and disposal tickets must be complete, clear and legible. Each invoice submitted for payment shall include the following:

- a. Contract number and financial project number
- b. Invoice number
- c. Date submitted and the work period covered
- d. Original receipts and all backup necessary to support the quantities and amounts invoiced.
- e. Digital photographs of pre/post work locations, activities, and any damage caused or encountered during Contractor's operations.
- f. A certification Disbursement of previous periodic payments to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date.
- g. Proper documentation as required by FDDRP for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement to the Department.
- h. Excel spreadsheet of work performed,

D. Invoices shall be submitted to:

Florida Department of Transportation, or designee
Attention: Zachary Stringer

- E. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.
- F. A lump sum retainage of ten percent (10%) will be withheld from each invoice. The Contractor must show this retainage on the invoice. The retainage will be released when the DMS are restored to their original condition or as otherwise mutually agreed by the Parties.
- G. The Contractor shall provide the Department with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Department shall identify and evaluate the estimated quantity, type and location of debris in conjunction with field consultants and contractors.

- B. The Department shall provide a minimum of twenty-four (24) hours notification from the time the Task Work Order is approved, specifying to the Contractor the following: the required number of Debris Removal Crews and the required number of Hazardous Tree Removal Crews; the Department-designated location(s); the required date/time to report to work location sites; and contact information for the Department's representative.
- C. The Department or authorized designee shall provide field inspectors in sufficient numbers to adequately monitor all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations. The Department intends to assign at least one (1) inspector to each Debris Removal Crew and Hazardous Tree Removal Crew; however, the Department may alter the distribution of inspectors in its sole discretion. The Department must obtain from the Contractor, photographic documentation of all stumps removed, and hazardous trees and hazardous limbs cut from trees under this Contract. The Contractor shall not cut any hazardous trees or hazardous limbs from the tree or remove any stumps until proper documentation has been received by the Department from the Contractor. Photographs obtained by the Department from the Contractor shall clearly depict the nature of the threat or hazard posed by the hazardous trees, limbs, or stumps before they are authorized for cutting or removal.
- D. The Department or authorized designee shall identify and prioritize in coordination with field teams and contractors Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations authorized on state and Federal Aid Highway segments and local roadways authorized by the Department. Prioritization of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- E. The Contractor shall remove trailers, vessels, and vehicles from the right-of-way if they are impeding the flow of traffic and block public access and critical facilities as directed by the Department. Once removed, the Department will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Department will authorize final disposal.
- F. The Department shall provide guidance regarding restrictions of work hours (e.g., school zones, peak hours, and residential zones).

3.2 Staging/Reduction of Debris

- A. The Department will make reasonable efforts to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.

- B. The Department or designee shall provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. The Department or designee shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Department shall provide a spreadsheet that will be used for invoicing in a format to properly document the Contract work in accordance with applicable Department and FDDRP requirements.
- B. The Department shall schedule and facilitate planning meetings with the Contractor.
- C. The Department shall ensure the proper Right of Entry Form and Indemnification Certification is obtained from any property owner prior to commencing any work on private property, if this work is authorized and directed by the Department

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, including but not limited to Mobilization, Demobilization and TTC shall be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this Scope, all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

4.1. Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to load and haul/transport all vegetative debris from the right-of-way and unload at a DMS or at the final disposal location. Vegetative debris includes hazardous trees and hazardous limbs cut from the tree, and stumps less than twenty-four (24) inches in diameter, extracted and placed on the right of way.

Measurement for loading and hauling vegetative debris will be per cubic yard.

4.2. Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management and restoration of the DMS location.

Measurement for management of the DMS will measure per cubic yard of debris hauled into the DMS.

4.3. Reduction of Vegetative Debris from ROW to DMS Location

This item consists of furnishing all labor, equipment, and materials necessary for reduction of all vegetative debris.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

4.4. Loading, Hauling and Final Disposal of Reduced Vegetative Debris from DMS location to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5. Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6. Loading, Hauling, Unloading C&D Debris From ROW to DMS Location and DMS to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to DMS location and from DMS location to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.7. Sweeping Roadway- Urban (includes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway curb and gutter sections, adjacent sidewalks, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for urban roadway sweeping will be per mile.

4.8. Sweeping Roadway- Rural (excludes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for rural roadway sweeping will be per mile.

4.9. Vacuum Inlets

This item consists of furnishing all labor, equipment, and materials necessary to vacuum sediment and remnants of vegetative debris from inlets and final disposal of deposited debris and sediment.

Measurement for vacuuming inlets will be per each.

4.10. White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods and any materials contained in the appliance from right-of-way or DMS location to final disposal site.

Measurement for White Good debris will be per each.

4.11. Removal and final Disposal of Household Hazardous Waste (HHW)

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the right-of-way to the proper final disposal of all HHW debris.

Measurement for HHW debris will be per 55-gallon drum.

4.12. Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way and proper final disposal of all E-waste debris. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for E-waste debris will be measured per each.

4.13. Removal of trailers and vehicles

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of trailer/vehicle debris will be per each.

4.14. Removal of Vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned vessels pursuant to Department processes and procedures. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vessel debris will be per linear foot of the vessel.

4.15. Removal of Putrescent Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.16. Seaweed Removal Loading and Hauling

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of seaweed debris.

Measurement for seaweed debris removal will be per cubic yard.

4.17. Sand Screening

This item consists of furnishing all labor, equipment, and materials necessary to mechanically screen sand.

Measurement for sand screening will be per cubic yard.

4.18. Loading, Hauling Sand, Rock, Soil, Silt, and Sediment (i.e. Earthen Debris)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way to DMS, from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris.

Measurement for earthen debris will be per cubic yard of material removed.

4.19. Hazardous Stump Removal

This item consists of furnishing all labor, equipment and materials necessary for removal and final disposal and backfilling of hazardous stumps as determined by applicable FDDRP requirements. These hazardous stumps may be fully detached from the ground or fully-to-partially attached to the ground. If required, this item shall also include any costs for extraction of the hazardous stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps, as directed and authorized by the Department. All costs for reduction and disposal of hazardous stumps will be included in this item.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls requiring extraction will be per each hazardous stump removed.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls not requiring extraction will be per cubic yard.

4.20. Hazardous Limb Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut from the tree hazardous limbs greater than two inches in diameter measured at the point of break.

Measurement for hazardous limb cuts from the tree will be per tree, regardless of the number of limbs cut from the tree.

4.21. Hazardous Tree Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut hazardous trees six inches or larger in diameter, measured 4.5 feet above the ground surface, flush cutting at ground level if less than 50% of the root ball is exposed.

Measurement for hazardous tree cut will be per each hazardous tree, based on the diameter of the tree.

4.22. Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Department for actual costs provided accurate records are kept and scale tickets are submitted with the invoice.

5. MATERIAL BREACH OF CONTRACT

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to provide at least 75% of the total number of Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or
- B. The Contractor fails to provide at least 75% of the total number of Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or

- C. The Contractor fails to provide at least 75% of the total number of additional Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- D. The Contractor fails to provide at least 75% of the total number of additional Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- E. The Contractor fails to keep on-site and maintain at least 75% of the total number of Debris Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.
- F. The Contractor fails to keep on-site and maintain at least 75% of the total number of Hazardous Tree Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy, and the Department may exercise any other available remedies and rights.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The FY 2024- 25 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Non collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to

the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department’s website at the following URL address: <https://bqa.fdot.gov/home>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Zachary Stringer at zachary.stringer@dot.state.fl.us.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the

Department upon completion of the Contract, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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:

**District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

Article 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department’s right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:
<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice

described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable

materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work, then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3 is deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

9-3.4 Deviation from Plan Dimensions:

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

EXHIBIT F

Schedule of Items

Emergency Debris Removal Operations - CrowderGulf

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 14.98	\$ 13,482,000.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	900,000	\$ 14.98	\$ 13,482,000.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	900,000	\$ 1.00	\$ 900,000.00
4	Reduction of Vegetative Debris or C&D	Cubic Yard (CY)	N/A	Grinding or C&D Compaction	900,000	\$ 5.98	\$ 5,382,000.00
				Air Curtain Incineration	900,000	\$ 4.00	\$ -
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500,000	\$ 5.00	\$ 2,500,000.00
6	Loading, Hauling, & Unloading C&D Debris – Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500,000	\$ 27.00	\$ 13,500,000.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 18.00	\$ 16,200,000.00
			From DMS to Final Disposal	N/A	500,000	\$ 14.00	\$ 7,000,000.00
8	Sweeping Roadway- Urban	Mile	N/A	N/A	1200	\$ 300.00	\$ 360,000.00
9	Sweeping Roadway- Rural	Mile	N/A	N/A	0	\$ 300.00	\$ -
10	Vacuum Inlets	Each	N/A	N/A	900	\$ 450.00	\$ 405,000.00
11	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling / Disposal	Each	From ROW to Final Disposal	N/A	1,500	\$ 250.00	\$ 375,000.00
			From ROW to DMS to Final Disposal	N/A	1,500	\$ 225.00	\$ 337,500.00
12	Hazardous Household Waste (HHW) (i.e. Orphaned Drums) Alt. Rate \$11.00/Lb	55-Gal Drum	From ROW to Final Disposal	N/A	5000	\$ 1,500.00	\$ 7,500,000.00
13	E-waste	Each	From ROW to Final Disposal	N/A	2000	\$ 45.00	\$ 90,000.00

14	Putrescent Debris	Per Pound (weight @ removal)	From ROW to Final Disposal	N/A	5000	\$ 15.00	\$ 75,000.00
15	Seaweed Debris	CY	ROW to Final Disposal	N/A	0	\$ 26.00	\$ -
16	Sand Screening	CY	Onsite	N/A	500,000	\$ 9.90	\$ 4,950,000.00
17	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	500,000	\$ 18.00	\$ 9,000,000.00
			From DMS to Final Disposal/Location	N/A	500,000	\$ 36.00	\$ 18,000,000.00
Total							\$ 113,538,500.00

All Disposal fees for all line items are a pass through cost.

Additional items need for debris removal activities:							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
a1	Cut and Drop Hazardous Limbs	Tree	N/A	N/A	0	\$ 95.00	\$ -
a2	Cut and Drop Hazardous Trees (0-12")	Tree	N/A	N/A	0	\$ 100.00	\$ -
a3	Cut and Drop Hazardous Trees (13"-24")	Tree	N/A	N/A	0	\$ 225.00	\$ -
a4	Cut and Drop Hazardous Trees (24"-36")	Tree	N/A	N/A	0	\$ 315.00	\$ -
a5	Cut and Drop Hazardous Trees (36"-48")	Tree	N/A	N/A	0	\$ 395.00	\$ -
a6	Cut and Drop Hazardous Trees (48" +)	Tree	N/A	N/A	0	\$ 465.00	\$ -
a7	Stump Extraction or Grinding (24" - 48")	Tree	N/A	N/A	0	\$ 350.00	\$ -
a7	Stump Extraction or Grinding (48" +)	Tree	N/A	N/A	0	\$ 450.00	\$ -

1. Agreement

AGREEMENT

25-00029-E

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and DRC Emergency Services LLC whose primary address is PO Box 17117, Galveston, TX 77552 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. FEMA Grant Provisions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Services attached as Exhibit E.
 - f. Schedule of Items/ Pricing attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 Month from the Effective Date ("Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$50,000,000.00 for the Contract term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Additional Items

1. Anywhere Department is stated, it is synonymous with County.
2. 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.
3. 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).
4. 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.
5. 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.
6. Contractor is responsible for reporting to the Debris Management, 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.
7. 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.
8. Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
9. Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
10. 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.
11. 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.

12. 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 Debris Manager, unless and until First Push is completed for the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: DRC Emergency Services, LLC

Signature:

Print Name and Title: Kristy Fuentes, Vice President

Date: 10/14/2024

For County:

Signature:

Print Name and Title: Barry Burton - County Administrator

Date: October 15, 2024

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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.

Domestic preferences for procurements. [2 CFR § 200.322]:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known : *Name *Street 1 *Street 2 *City *State *Zip 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

PRINT

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 C
FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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 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.
- 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, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 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 under the 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 of contractors 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 penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor 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, the administering 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 any violation 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 of the 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 liquidated damages 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 section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 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.

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 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.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

AGREEMENT

EXHIBIT D - 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@jdidata.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.

AGREEMENT

- (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.

EXHIBIT “E”

SCOPE OF SERVICES

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1. DESCRIPTION

The purpose of this Contract is to provide Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to a Governor’s Declaration of a State of Emergency (“State of Emergency”). This Contract includes the following county: Pinellas. The Contractor must perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to the terms of this Contract and at the direction of the Department within this county.

This Scope of Services (“Scope”) describes and defines the services that are required for the execution of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations on Federal Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impacts of events associated with a State of Emergency. If more than one award is made, award and contract activation will be based off lowest responsive bid then the next lowest responsive bid and so forth based on the Contractor’s availability and ability to satisfy the needs of the Department at the time contacted.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any Temporary Traffic Control (“TTC”), Mobilization, and Demobilization. Activities include, but are not limited to, field operations (day and/or night) for; debris pickup, hauling and removal; staging and reduction; management of Debris Management Site(s) (“DMS”); cutting, hauling, and removing hazardous trees; cutting, hauling, and removing hazardous limbs; cutting, extracting, hauling, and removing hazardous stumps; final disposal; and overall debris management. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations performed under this Contract shall be in accordance with the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, along with any Specifications detailed in this Scope and the Department's Standard Plans.

Upon notice by the Department, the Contractor shall have the ability to deploy a minimum of 9 Debris Removal Crews and 3 Hazardous Tree Removal Crews directly to work sites or staging sites as directed by the Department. All crews deployed as part of this Contract will be maintained until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding roadway limits provided for which the Contractor will be responsible.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department or designee for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s), ("FDDRP"), which includes but is not limited to, programs of the Federal Emergency Management Agency and the Federal Highway Administration.

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five calendar days after receipt of any Task Work Order pursuant to this Contract and at all times during the term hereof, including extensions, the Contractor shall supply and keep in force a fully executed bond provided by a surety authorized to do business in the State of Florida payable to the Department in a sum at least equal to the total amount of all Task Work Orders. The contract Bond shall be provided on Department Form 375-020-27 and shall be complete and in compliance with all applicable Florida Statutes.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A, Department Form Number 700-050-21) for each Contract Bond to the Department within 90 calendar days of the end of the Contract. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, Florida Administrative Code (F.A.C), which would prohibit the Contractor from bidding, subcontracting, or acting as a material supplier on any future Department contracts.

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. Task Work Orders may be amended at the discretion of the Department. For each Task Work Order, the Department will include a description of the work location and will prepare an estimate on the amount of work and price based on the rates established in the Contract Schedule of Items and establish the maximum amount of compensation that can be paid for each executed Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. The Contractor shall not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Operations to be provided must be initiated and completed by the Contractor within the dates and terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system or on private property unless the Department directs and authorizes the work in writing and coordinates with the appropriate jurisdiction(s).

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3 Cadaver Discovery

Each Debris Removal Crew member and Hazardous Tree Removal Crew member is responsible for monitoring work areas, watching the debris pile and recognizing any potential human remains. Crew members will stop work in the area and notify law enforcement and the Department's Project Manager immediately if they believe they have identified human remains. The Crew shall remain at the site until released by the authority having jurisdiction.

Except for law enforcement, all Crews are forbidden from sharing any information concerning the deceased. The Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

1.4 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **Debris Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Debris Removal Operations, which as a minimum, shall include: one (1) crew leader with a pickup truck; one (1) hauling unit

with an operator; and one (1) loading unit with an operator. The crew leader and operators shall be equipped with a chainsaw and trained and able to operate a chainsaw when needed.

- B. **Hazardous Tree Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Hazardous Tree, Limb, and Stump Removal Operations.
- C. **Debris Removal Operations** means removing all debris along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department and providing other related services set forth in the Contract. Subsequent passes for removal of debris may be necessary as directed and authorized by the Department.
- D. **Hazardous Tree, Limb, and Stump Removal Operations** means cutting hazardous trees, cutting hazardous limbs from trees, and cutting, extracting and removing hazardous stumps along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all contract terms. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations must be performed by the Contractor in the presence of Department personnel or their designated representative, unless otherwise authorized by the Department:

2.1. Field Operations

- A. Mobilize the required equipment, labor, and materials pursuant to Section 1.0 of this Contract to the locations designated by the Department within twenty-four (24) hours of execution of the Task Work Order. The Department may authorize additional Crews as needed based upon the projected severity of the event and input from the Contractor. Any required Crews supplementary to the original request shall report to assigned work locations within 24 hours of notification and the execution of an amended work task order.
- B. Once road priorities are established by the Department, Debris Removal Crews and Hazardous Tree Removal Crews shall be required to complete assigned operations from entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department.
- C. The Contractor shall begin and end workdays at the times designated by the Department and within the Department work hour restrictions (e.g., school zones, peak hours, and residential zones).

- D. The Contractor shall perform and document Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations as directed and in accordance with the applicable FDDRP requirements.

All storm or disaster related debris will be categorized into the following types:

- Vegetative
- Seaweed
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Putrescent Debris

- E. The Contractor shall remove vegetative debris. Removal of vegetative debris shall commence only when authorization has been given by the Department. Vegetative debris removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Vegetative debris to be removed includes trees less than six (6) inches, hazardous stumps less than twenty-four (24) inches, and all debris resulting from hazardous limb cutting, hazardous tree cutting, and stump removal operations.
- F. All holes resulting from root-ball removal operations shall be backfilled to natural ground with material approved by the Department. The Contractor shall maintain and provide documentation for the materials used when requested by the Department. The Contractor shall extract and remove hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department. Hazardous stump removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Hazardous stumps shall be kept separate from other vegetative debris.
- G. The Contractor shall cut hazardous limbs from trees. Cutting of hazardous limbs from the tree shall commence when authorization has been given by the Department. Hazardous limb cutting shall be in accordance with applicable FDDRP requirements as directed by the Department. Palm fronds are not considered hazardous limbs, and no payment will be made for removal of palm fronds.

All hazardous limb cutting operations shall be performed in concurrence with work being performed in the sector. Hazardous limbs shall be cut at the closest main branch and placed at a safe location on the Department owned right of way.

- H. The Contractor shall cut hazardous trees. Cutting of hazardous trees shall commence when authorization has been given by the Department. Hazardous tree cutting

operations shall be in accordance with applicable FDDRP requirements as directed by the Department.

Hazardous trees shall be flush cut at the ground level and placed at a safe location on the Department owned right of way.

- I. The Contractor shall haul seaweed directly to a landfill for disposal.
- J. The Contractor shall vacuum inlets and sweep curb and gutter sections as directed by the Department. The Contractor shall provide digital photographs documenting the conditions before vacuuming and sweeping and after vacuuming and sweeping.
- K. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Putrescent debris is defined as debris that will decompose or rot (animal carcasses and organic fleshy matter). Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- L. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- M. The Contractor shall collect e-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. E-waste is defined as electronics that contain hazardous materials (e.g., computer monitors, televisions, cell phones, and batteries).
- N. The Contractor shall remove vessels, trailers, and vehicles from the rights-of-way and property that impede the flow of traffic and block public access and critical facilities as directed by the Department. The Contractor shall store vessels, trailers, and vehicles in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Department.
- O. As directed by the Department, the Contractor shall perform mechanical screening of sand deposited on the rights-of-way. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined. Eligible storm debris will be hauled to a DMS or final disposal site.

Sand contaminated with any hazardous wastes shall be properly segregated and identified, handled, stored, and transported in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand.

- P. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- Q. The Contractor shall keep all work for other clients and contracts separate from the Department's Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.
- R. The Contractor shall not perform any work on private property without first receiving authorization from the Department, as well as complying with any applicable FDDRP requirements.
- S. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Department. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.

2.2. Contractor Equipment and Personnel

- A. The Contractor shall perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the District Emergency Operations Center ("EOC") or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report the status of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations by quantity, county and roadway at interval times, as determined by the Department, to a Department designated representative.
- B. All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- C. All trucks must be mechanically loaded and unloaded, and all loads must be reasonably compacted and securely covered.
- D. All equipment shall clearly and legibly display the Contractor's or subcontractor's name. Law enforcement may require additional documentation authorizing the Contractor to access certain roadways. The Contractor shall notify the Department if additional documentation is needed and obtain from the Department, maintain, and make available such documentation to law enforcement to access the roadways. The Contractor shall not share the documentation with others outside this Contract. The Department may provide such documentation authorizing access prior to operations.
- E. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required to provide visibility. The lights must be operating when the vehicle is in a work area.
- F. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- G. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- H. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- I. The Contractor shall submit reports within the timeframes and in the formats as requested by the Department.

2.3. Temporary Traffic Control ("TTC")

- A. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this contract to the Department's Project Manager. The Contractor shall provide these certifications prior to starting work.

- B. The Contractor shall provide TTC at all times in accordance with Department Standard Plans and may include off-duty law enforcement.
- C. A minimum of one person per crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the Department's TTC Training Handbook.
- D. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans and in accordance with the approved vendor drawings. All temporary traffic control devices shall be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- E. Lane closures will not be allowed without authorization from the Department.

2.4. Staging/Reduction of Debris

- A. The Contractor shall provide additional DMS locations as needed and secure the necessary permits in its name for any additional Contractor-supplied DMS locations from the appropriate regulatory agencies. All permits and documentation for additional DMS locations shall be provided to the Department. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for its actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Department.
- B. The Contractor shall prepare and manage DMS locations in close coordination with the Department or designee and restore site(s) to the original condition to the satisfaction of the Department and the appropriate regulatory agencies.
- C. The Contractor shall perform all testing required by the appropriate regulatory agencies to ensure DMS locations have not been contaminated.
- D. The Contractor may use pre-identified DMS locations within District(s) 7 based on availability. Department approval is required prior to opening any DMS location for debris operations.
- E. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Department may be brought to same DMS as the Contractor. Debris brought to DMS by the Department shall not be co-mingled with debris brought to DMS by the Contractor.
- F. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:

- Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
- Provide necessary electricity, water, and sanitary facilities.
- Control the ingress/egress, drainage, dust, and erosion on site.
- Maintain all access roads.
- Provide monitoring towers as needed.
- Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.
- Maintain segregation of debris.

G. The Contractor shall provide a means for the Department or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Department or their designated representative. The Contractor herein certifies that all drivers performing work under this Contract possess a valid driver's license appropriate for the vehicle operated in performance of the services described herein, free of any suspensions, restrictions or revocations of driving privileges during the term of this Contract. The Contractor shall immediately notify the Department of any traffic infractions obtained by drivers during the performance of work under this Contract. The Contractor shall immediately remove any driver from performing work under this Contract if the driver's license is lost, expired, restricted, suspended or revoked for any reason during the term of this Contract. All active DMS locations must be equipped with at least one tower from which a Quality Control Tower Monitor can safely view the contents of each load and determine the capacities and contents of each load entering and exiting the DMS location. Each tower must contain a fire extinguisher and a first aid kit.

H. The Contractor shall begin debris reduction no later than seven (7) days of DMS activation. Within three (3) weeks of initial acceptance of debris at DMS, Contractor shall begin hauling reduced debris from the DMS location to the final disposal site, unless otherwise directed by the Department.

- I. The Contractor shall reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (proper authorization must be obtained)
 - Recycling
 - Open air burning with proper authorization and consistent with laws and regulations.

The Department will specify the allowable reduction method at each DMS location.

When directed by the Department, the Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Department crews. For this debris, the Contractor will only be compensated for reduction and hauling to final disposal. The Contractor will be required to keep reduced vegetative debris resulting from debris hauled to the DMS location by Department crews separate from debris hauled by the Contractor.

- J. The Contractor shall clean and process White Goods to remove putrescent debris. Ozone-depleting refrigerants, mercury, or compressor oils must be identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- K. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- L. The Contractor shall store any vessels, trailers, or vehicles removed from rights-of-way in a secured area designated by the Contractor and approved by the Department.
- M. The Contractor shall remove all minerals and fluids from vehicles and vessels prior to processing or destruction. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws, only after receiving authorization from the Department. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- N. Contractor shall, whenever possible, recycle debris. Common recyclable materials are metals, soils, concrete, asphalt, and masonry debris. Any proceeds from recycling operations received by the Contractor shall be kept by the Contractor but reflected as a credit on the next Contractor invoice(s).
- O. The Contractor shall directly haul C&D debris to the nearest landfill that accepts C&D in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. The Contractor shall not stage C&D at DMS locations unless authorized by the Department.

2.5. Invoicing

- A. The Contractor shall provide proper documentation to the Department for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable FDDRP.
- B. The Contractor shall provide a daily spreadsheet of operations data including load tickets and worksheets to the Department or designated representative for reconciliation of monitoring records to properly document the contract work in accordance with the Department's and applicable FDDRP requirements. Once verified submit to the Department for payment.
- C. The Contractor shall invoice the Department on thirty 30-day increments starting with the date of the first authorized Task Work Order. Each invoice shall include all activities completed since the previous invoice. The Contractor shall prepare and maintain

documentation supporting the invoices according to the FDDRP requirements. All documentation including original load and disposal tickets must be complete, clear and legible. Each invoice submitted for payment shall include the following:

- a. Contract number and financial project number
- b. Invoice number
- c. Date submitted and the work period covered
- d. Original receipts and all backup necessary to support the quantities and amounts invoiced.
- e. Digital photographs of pre/post work locations, activities, and any damage caused or encountered during Contractor's operations.
- f. A certification Disbursement of previous periodic payments to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date.
- g. Proper documentation as required by FDDRP for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement to the Department.
- h. Excel spreadsheet of work performed,

D. Invoices shall be submitted to:

Florida Department of Transportation, or designee
Attention: Zachary Stringer

- E. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.
- F. A lump sum retainage of ten percent (10%) will be withheld from each invoice. The Contractor must show this retainage on the invoice. The retainage will be released when the DMS are restored to their original condition or as otherwise mutually agreed by the Parties.
- G. The Contractor shall provide the Department with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Department shall identify and evaluate the estimated quantity, type and location of debris in conjunction with field consultants and contractors.

- B. The Department shall provide a minimum of twenty-four (24) hours notification from the time the Task Work Order is approved, specifying to the Contractor the following: the required number of Debris Removal Crews and the required number of Hazardous Tree Removal Crews; the Department-designated location(s); the required date/time to report to work location sites; and contact information for the Department's representative.
- C. The Department or authorized designee shall provide field inspectors in sufficient numbers to adequately monitor all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations. The Department intends to assign at least one (1) inspector to each Debris Removal Crew and Hazardous Tree Removal Crew; however, the Department may alter the distribution of inspectors in its sole discretion. The Department must obtain from the Contractor, photographic documentation of all stumps removed, and hazardous trees and hazardous limbs cut from trees under this Contract. The Contractor shall not cut any hazardous trees or hazardous limbs from the tree or remove any stumps until proper documentation has been received by the Department from the Contractor. Photographs obtained by the Department from the Contractor shall clearly depict the nature of the threat or hazard posed by the hazardous trees, limbs, or stumps before they are authorized for cutting or removal.
- D. The Department or authorized designee shall identify and prioritize in coordination with field teams and contractors Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations authorized on state and Federal Aid Highway segments and local roadways authorized by the Department. Prioritization of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- E. The Contractor shall remove trailers, vessels, and vehicles from the right-of-way if they are impeding the flow of traffic and block public access and critical facilities as directed by the Department. Once removed, the Department will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Department will authorize final disposal.
- F. The Department shall provide guidance regarding restrictions of work hours (e.g., school zones, peak hours, and residential zones).

3.2 Staging/Reduction of Debris

- A. The Department will make reasonable efforts to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.

- B. The Department or designee shall provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. The Department or designee shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Department shall provide a spreadsheet that will be used for invoicing in a format to properly document the Contract work in accordance with applicable Department and FDDRP requirements.
- B. The Department shall schedule and facilitate planning meetings with the Contractor.
- C. The Department shall ensure the proper Right of Entry Form and Indemnification Certification is obtained from any property owner prior to commencing any work on private property, if this work is authorized and directed by the Department

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, including but not limited to Mobilization, Demobilization and TTC shall be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this Scope, all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

4.1. Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to load and haul/transport all vegetative debris from the right-of-way and unload at a DMS or at the final disposal location. Vegetative debris includes hazardous trees and hazardous limbs cut from the tree, and stumps less than twenty-four (24) inches in diameter, extracted and placed on the right of way.

Measurement for loading and hauling vegetative debris will be per cubic yard.

4.2. Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management and restoration of the DMS location.

Measurement for management of the DMS will measure per cubic yard of debris hauled into the DMS.

4.3. Reduction of Vegetative Debris from ROW to DMS Location

This item consists of furnishing all labor, equipment, and materials necessary for reduction of all vegetative debris.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

4.4. Loading, Hauling and Final Disposal of Reduced Vegetative Debris from DMS location to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5. Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6. Loading, Hauling, Unloading C&D Debris From ROW to DMS Location and DMS to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to DMS location and from DMS location to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.7. Sweeping Roadway- Urban (includes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway curb and gutter sections, adjacent sidewalks, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for urban roadway sweeping will be per mile.

4.8. Sweeping Roadway- Rural (excludes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for rural roadway sweeping will be per mile.

4.9. Vacuum Inlets

This item consists of furnishing all labor, equipment, and materials necessary to vacuum sediment and remnants of vegetative debris from inlets and final disposal of deposited debris and sediment.

Measurement for vacuuming inlets will be per each.

4.10. White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods and any materials contained in the appliance from right-of-way or DMS location to final disposal site.

Measurement for White Good debris will be per each.

4.11. Removal and final Disposal of Household Hazardous Waste (HHW)

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the right-of-way to the proper final disposal of all HHW debris.

Measurement for HHW debris will be per 55-gallon drum.

4.12. Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way and proper final disposal of all E-waste debris. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for E-waste debris will be measured per each.

4.13. Removal of trailers and vehicles

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of trailer/vehicle debris will be per each.

4.14. Removal of Vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned vessels pursuant to Department processes and procedures. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vessel debris will be per linear foot of the vessel.

4.15. Removal of Putrescent Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.16. Seaweed Removal Loading and Hauling

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of seaweed debris.

Measurement for seaweed debris removal will be per cubic yard.

4.17. Sand Screening

This item consists of furnishing all labor, equipment, and materials necessary to mechanically screen sand.

Measurement for sand screening will be per cubic yard.

4.18. Loading, Hauling Sand, Rock, Soil, Silt, and Sediment (i.e. Earthen Debris)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way to DMS, from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris.

Measurement for earthen debris will be per cubic yard of material removed.

4.19. Hazardous Stump Removal

This item consists of furnishing all labor, equipment and materials necessary for removal and final disposal and backfilling of hazardous stumps as determined by applicable FDDRP requirements. These hazardous stumps may be fully detached from the ground or fully-to-partially attached to the ground. If required, this item shall also include any costs for extraction of the hazardous stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps, as directed and authorized by the Department. All costs for reduction and disposal of hazardous stumps will be included in this item.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls requiring extraction will be per each hazardous stump removed.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls not requiring extraction will be per cubic yard.

4.20. Hazardous Limb Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut from the tree hazardous limbs greater than two inches in diameter measured at the point of break.

Measurement for hazardous limb cuts from the tree will be per tree, regardless of the number of limbs cut from the tree.

4.21. Hazardous Tree Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut hazardous trees six inches or larger in diameter, measured 4.5 feet above the ground surface, flush cutting at ground level if less than 50% of the root ball is exposed.

Measurement for hazardous tree cut will be per each hazardous tree, based on the diameter of the tree.

4.22. Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Department for actual costs provided accurate records are kept and scale tickets are submitted with the invoice.

5. MATERIAL BREACH OF CONTRACT

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to provide at least 75% of the total number of Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or
- B. The Contractor fails to provide at least 75% of the total number of Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or

- C. The Contractor fails to provide at least 75% of the total number of additional Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- D. The Contractor fails to provide at least 75% of the total number of additional Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- E. The Contractor fails to keep on-site and maintain at least 75% of the total number of Debris Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.
- F. The Contractor fails to keep on-site and maintain at least 75% of the total number of Hazardous Tree Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy, and the Department may exercise any other available remedies and rights.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The FY 2024- 25 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Non collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to

the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department’s website at the following URL address: <https://bqa.fdot.gov/home>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Zachary Stringer at zachary.stringer@dot.state.fl.us.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the

Department upon completion of the Contract, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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:

**District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

Article 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department’s right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice

described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable

materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work, then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3 is deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

9-3.4 Deviation from Plan Dimensions:

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

"EXHIBIT F"

**SCHEDULE OF ITEMS
EMERGENCY DEBRIS REMOVAL OPERATIONS**

H1212

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	1,000 CY	\$14.98 /CY	\$14,980.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500 CY	\$14.98 /CY	\$7,490.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	50,000 CY	\$1.00 /CY	\$50,000.00
4	Reduction of Vegetative Debris	Cubic Yard (CY)	N/A	Grinding	1,000 CY	\$5.98 /CY	\$5,980.00
				Air Curtain Incineration	N/A	N/A	n/a
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500 CY	\$5.00 /CY	\$2,500.00
6	Loading, Hauling, & Unloading C&D Debris- Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	15,120 CY	\$27.00 /CY	\$408,240.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	15,120 CY	\$18.00 /CY	\$272,160.00
			From DMS to Final Disposal	N/A	15,120 CY	\$14.00 /CY	\$211,680.00
8	Sweeping Curb and Gutter	Curb Mile	N/A	N/A	50 CM	\$300.00 /CM	\$15,000.00
9	Vacuum Inlets	Each	N/A	N/A	100 EA	\$450.00 /EA	\$45,000.00
10	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling / Disposal	Each	From ROW to Final Disposal	N/A	50 EA	\$250.00/EA	\$12,500.00
			From ROW to DMS to Final Disposal	N/A	50 EA	\$225.00/EA	\$11,250.00
11	Hazardous Household Waste (HHW) (i.e. Orphaned Drums)	55 Gal Drum	From ROW to Final Disposal	N/A	5 EA	\$1,500.00 /EA	\$7,500.00
12	E-waste	Each	From ROW to Final Disposal	N/A	25 EA	\$45.00 /EA	\$1,125.00

13	Trailers and Vehicles	Each Vehicle (Cars, trucks, tractor trailers)	From ROW to Storage to Final Disposal	N/A	3 EA	\$400.00 /EA	\$1,200.00
14	Vessels	Per Linear Foot	From ROW to Storage to Final Disposal	< 30 feet	5 LF	\$700.00 /LF	\$3,500.00
				> 30 feet	5 LF	\$1,800.00 /LF	\$9,000.00
15	Putrescent Debris	Per Pound (weight @ removal)	From ROW to Final Disposal	N/A	500 LB	\$15.00 /LB	\$7,500.00
16	Seaweed Debris	CY	ROW to Final Disposal	N/A	N/A	N/A	n/a
17	Sand Screening	CY	Onsite	N/A	50,000 CY	\$6.50 /CY	\$325,000.00
18	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	8,000 CY	\$18.00 /CY	\$144,000.00
			From DMS to Final Disposal/Location	N/A	50,000 CY	\$36.00 /CY	\$1,800,000.00
19	Disposal / Tipping Fees	Actual Costs	N/A	N/A			

If a pay item is left blank or N/A is used, the bid shall be declared irregular and the Department may reject the proposal (with the exception of item #18).
Rates shall include all overhead, operating margin, and other expenses.
Rates shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the rates shown shall be paid by the Department.
Payment will be made based on actual units of work performed as approved by the Department.

A #25-00029-E

Title: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1

1. Agreement

AGREEMENT

25-00029-E

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Phillips and Jordan, Inc. whose primary address is 10142 PARKSIDE DRIVE, SUITE 500 KNOXVILLE, TN 37922 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. FEMA Grant Provisions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Services attached as Exhibit E.
 - f. Schedule of Items/ Pricing attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 Month from the Effective Date ("Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$50,000,000.00 for the Contract term without a written amendment to this Agreement.

A #25-00029-E

Title: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

2

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Additional Items

1. Anywhere Department is stated, it is synonymous with County.
2. 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.
3. 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).
4. 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.
5. 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.
6. Contractor is responsible for reporting to the Debris Management, 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.
7. 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.
8. Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
9. Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
10. 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.
11. 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.

A #25-00029-E

Title: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

3

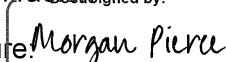
12. In accordance with the interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the Debris Manager, unless and until First Push is completed for the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: 

Print Name and Title: Morgan Pierce President, Power

Date: 10/16/2024

For County:

Signature:

Print Name and Title: Barry Burton - County Administrator

Date: October 18, 2024

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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.

Domestic preferences for procurements. [2 CFR § 200.322]:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known : *Name _____ *Street 1 _____ *Street 2 _____ *City _____ *State _____ *Zip _____ 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

PRINT

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 C
FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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 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.
- 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, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 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 under the 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 of contractors 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 penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor 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, the administering 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 any violation 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 of the 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 liquidated damages 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 section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 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.

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 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.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

AGREEMENT

EXHIBIT D - 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.

AGREEMENT

- (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.

EXHIBIT “E”

SCOPE OF SERVICES

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1. DESCRIPTION

The purpose of this Contract is to provide Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to a Governor’s Declaration of a State of Emergency (“State of Emergency”). This Contract includes the following county: Pinellas. The Contractor must perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to the terms of this Contract and at the direction of the Department within this county.

This Scope of Services (“Scope”) describes and defines the services that are required for the execution of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations on Federal Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impacts of events associated with a State of Emergency. If more than one award is made, award and contract activation will be based off lowest responsive bid then the next lowest responsive bid and so forth based on the Contractor’s availability and ability to satisfy the needs of the Department at the time contacted.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any Temporary Traffic Control (“TTC”), Mobilization, and Demobilization. Activities include, but are not limited to, field operations (day and/or night) for; debris pickup, hauling and removal; staging and reduction; management of Debris Management Site(s) (“DMS”); cutting, hauling, and removing hazardous trees; cutting, hauling, and removing hazardous limbs; cutting, extracting, hauling, and removing hazardous stumps; final disposal; and overall debris management. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations performed under this Contract shall be in accordance with the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, along with any Specifications detailed in this Scope and the Department's Standard Plans.

Upon notice by the Department, the Contractor shall have the ability to deploy a minimum of 9 Debris Removal Crews and 3 Hazardous Tree Removal Crews directly to work sites or staging sites as directed by the Department. All crews deployed as part of this Contract will be maintained until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding roadway limits provided for which the Contractor will be responsible.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department or designee for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s), ("FDDRP"), which includes but is not limited to, programs of the Federal Emergency Management Agency and the Federal Highway Administration.

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five calendar days after receipt of any Task Work Order pursuant to this Contract and at all times during the term hereof, including extensions, the Contractor shall supply and keep in force a fully executed bond provided by a surety authorized to do business in the State of Florida payable to the Department in a sum at least equal to the total amount of all Task Work Orders. The contract Bond shall be provided on Department Form 375-020-27 and shall be complete and in compliance with all applicable Florida Statutes.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A, Department Form Number 700-050-21) for each Contract Bond to the Department within 90 calendar days of the end of the Contract. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, Florida Administrative Code (F.A.C), which would prohibit the Contractor from bidding, subcontracting, or acting as a material supplier on any future Department contracts.

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. Task Work Orders may be amended at the discretion of the Department. For each Task Work Order, the Department will include a description of the work location and will prepare an estimate on the amount of work and price based on the rates established in the Contract Schedule of Items and establish the maximum amount of compensation that can be paid for each executed Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. The Contractor shall not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Operations to be provided must be initiated and completed by the Contractor within the dates and terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system or on private property unless the Department directs and authorizes the work in writing and coordinates with the appropriate jurisdiction(s).

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3 Cadaver Discovery

Each Debris Removal Crew member and Hazardous Tree Removal Crew member is responsible for monitoring work areas, watching the debris pile and recognizing any potential human remains. Crew members will stop work in the area and notify law enforcement and the Department's Project Manager immediately if they believe they have identified human remains. The Crew shall remain at the site until released by the authority having jurisdiction.

Except for law enforcement, all Crews are forbidden from sharing any information concerning the deceased. The Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

1.4 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **Debris Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Debris Removal Operations, which as a minimum, shall include: one (1) crew leader with a pickup truck; one (1) hauling unit

with an operator; and one (1) loading unit with an operator. The crew leader and operators shall be equipped with a chainsaw and trained and able to operate a chainsaw when needed.

- B. **Hazardous Tree Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Hazardous Tree, Limb, and Stump Removal Operations.
- C. **Debris Removal Operations** means removing all debris along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department and providing other related services set forth in the Contract. Subsequent passes for removal of debris may be necessary as directed and authorized by the Department.
- D. **Hazardous Tree, Limb, and Stump Removal Operations** means cutting hazardous trees, cutting hazardous limbs from trees, and cutting, extracting and removing hazardous stumps along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all contract terms. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations must be performed by the Contractor in the presence of Department personnel or their designated representative, unless otherwise authorized by the Department:

2.1. Field Operations

- A. Mobilize the required equipment, labor, and materials pursuant to Section 1.0 of this Contract to the locations designated by the Department within twenty-four (24) hours of execution of the Task Work Order. The Department may authorize additional Crews as needed based upon the projected severity of the event and input from the Contractor. Any required Crews supplementary to the original request shall report to assigned work locations within 24 hours of notification and the execution of an amended work task order.
- B. Once road priorities are established by the Department, Debris Removal Crews and Hazardous Tree Removal Crews shall be required to complete assigned operations from entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department.
- C. The Contractor shall begin and end workdays at the times designated by the Department and within the Department work hour restrictions (e.g., school zones, peak hours, and residential zones).

- D. The Contractor shall perform and document Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations as directed and in accordance with the applicable FDDRP requirements.

All storm or disaster related debris will be categorized into the following types:

- Vegetative
- Seaweed
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Putrescent Debris

- E. The Contractor shall remove vegetative debris. Removal of vegetative debris shall commence only when authorization has been given by the Department. Vegetative debris removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Vegetative debris to be removed includes trees less than six (6) inches, hazardous stumps less than twenty-four (24) inches, and all debris resulting from hazardous limb cutting, hazardous tree cutting, and stump removal operations.
- F. All holes resulting from root-ball removal operations shall be backfilled to natural ground with material approved by the Department. The Contractor shall maintain and provide documentation for the materials used when requested by the Department. The Contractor shall extract and remove hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department. Hazardous stump removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Hazardous stumps shall be kept separate from other vegetative debris.
- G. The Contractor shall cut hazardous limbs from trees. Cutting of hazardous limbs from the tree shall commence when authorization has been given by the Department. Hazardous limb cutting shall be in accordance with applicable FDDRP requirements as directed by the Department. Palm fronds are not considered hazardous limbs, and no payment will be made for removal of palm fronds.

All hazardous limb cutting operations shall be performed in concurrence with work being performed in the sector. Hazardous limbs shall be cut at the closest main branch and placed at a safe location on the Department owned right of way.

- H. The Contractor shall cut hazardous trees. Cutting of hazardous trees shall commence when authorization has been given by the Department. Hazardous tree cutting

operations shall be in accordance with applicable FDDRP requirements as directed by the Department.

Hazardous trees shall be flush cut at the ground level and placed at a safe location on the Department owned right of way.

- I. The Contractor shall haul seaweed directly to a landfill for disposal.
- J. The Contractor shall vacuum inlets and sweep curb and gutter sections as directed by the Department. The Contractor shall provide digital photographs documenting the conditions before vacuuming and sweeping and after vacuuming and sweeping.
- K. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Putrescent debris is defined as debris that will decompose or rot (animal carcasses and organic fleshy matter). Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- L. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- M. The Contractor shall collect e-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. E-waste is defined as electronics that contain hazardous materials (e.g., computer monitors, televisions, cell phones, and batteries).
- N. The Contractor shall remove vessels, trailers, and vehicles from the rights-of-way and property that impede the flow of traffic and block public access and critical facilities as directed by the Department. The Contractor shall store vessels, trailers, and vehicles in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Department.
- O. As directed by the Department, the Contractor shall perform mechanical screening of sand deposited on the rights-of-way. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined. Eligible storm debris will be hauled to a DMS or final disposal site.

Sand contaminated with any hazardous wastes shall be properly segregated and identified, handled, stored, and transported in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand.

- P. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- Q. The Contractor shall keep all work for other clients and contracts separate from the Department's Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.
- R. The Contractor shall not perform any work on private property without first receiving authorization from the Department, as well as complying with any applicable FDDRP requirements.
- S. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Department. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.

2.2. Contractor Equipment and Personnel

- A. The Contractor shall perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the District Emergency Operations Center ("EOC") or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report the status of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations by quantity, county and roadway at interval times, as determined by the Department, to a Department designated representative.
- B. All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- C. All trucks must be mechanically loaded and unloaded, and all loads must be reasonably compacted and securely covered.
- D. All equipment shall clearly and legibly display the Contractor's or subcontractor's name. Law enforcement may require additional documentation authorizing the Contractor to access certain roadways. The Contractor shall notify the Department if additional documentation is needed and obtain from the Department, maintain, and make available such documentation to law enforcement to access the roadways. The Contractor shall not share the documentation with others outside this Contract. The Department may provide such documentation authorizing access prior to operations.
- E. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required to provide visibility. The lights must be operating when the vehicle is in a work area.
- F. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- G. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- H. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- I. The Contractor shall submit reports within the timeframes and in the formats as requested by the Department.

2.3. Temporary Traffic Control ("TTC")

- A. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this contract to the Department's Project Manager. The Contractor shall provide these certifications prior to starting work.

- B. The Contractor shall provide TTC at all times in accordance with Department Standard Plans and may include off-duty law enforcement.
- C. A minimum of one person per crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the Department's TTC Training Handbook.
- D. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans and in accordance with the approved vendor drawings. All temporary traffic control devices shall be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- E. Lane closures will not be allowed without authorization from the Department.

2.4. Staging/Reduction of Debris

- A. The Contractor shall provide additional DMS locations as needed and secure the necessary permits in its name for any additional Contractor-supplied DMS locations from the appropriate regulatory agencies. All permits and documentation for additional DMS locations shall be provided to the Department. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for its actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Department.
- B. The Contractor shall prepare and manage DMS locations in close coordination with the Department or designee and restore site(s) to the original condition to the satisfaction of the Department and the appropriate regulatory agencies.
- C. The Contractor shall perform all testing required by the appropriate regulatory agencies to ensure DMS locations have not been contaminated.
- D. The Contractor may use pre-identified DMS locations within District(s) 7 based on availability. Department approval is required prior to opening any DMS location for debris operations.
- E. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Department may be brought to same DMS as the Contractor. Debris brought to DMS by the Department shall not be co-mingled with debris brought to DMS by the Contractor.
- F. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:

- Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
- Provide necessary electricity, water, and sanitary facilities.
- Control the ingress/egress, drainage, dust, and erosion on site.
- Maintain all access roads.
- Provide monitoring towers as needed.
- Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.
- Maintain segregation of debris.

G. The Contractor shall provide a means for the Department or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Department or their designated representative. The Contractor herein certifies that all drivers performing work under this Contract possess a valid driver's license appropriate for the vehicle operated in performance of the services described herein, free of any suspensions, restrictions or revocations of driving privileges during the term of this Contract. The Contractor shall immediately notify the Department of any traffic infractions obtained by drivers during the performance of work under this Contract. The Contractor shall immediately remove any driver from performing work under this Contract if the driver's license is lost, expired, restricted, suspended or revoked for any reason during the term of this Contract. All active DMS locations must be equipped with at least one tower from which a Quality Control Tower Monitor can safely view the contents of each load and determine the capacities and contents of each load entering and exiting the DMS location. Each tower must contain a fire extinguisher and a first aid kit.

H. The Contractor shall begin debris reduction no later than seven (7) days of DMS activation. Within three (3) weeks of initial acceptance of debris at DMS, Contractor shall begin hauling reduced debris from the DMS location to the final disposal site, unless otherwise directed by the Department.

- I. The Contractor shall reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (proper authorization must be obtained)
 - Recycling
 - Open air burning with proper authorization and consistent with laws and regulations.

The Department will specify the allowable reduction method at each DMS location.

When directed by the Department, the Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Department crews. For this debris, the Contractor will only be compensated for reduction and hauling to final disposal. The Contractor will be required to keep reduced vegetative debris resulting from debris hauled to the DMS location by Department crews separate from debris hauled by the Contractor.

- J. The Contractor shall clean and process White Goods to remove putrescent debris. Ozone-depleting refrigerants, mercury, or compressor oils must be identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- K. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- L. The Contractor shall store any vessels, trailers, or vehicles removed from rights-of-way in a secured area designated by the Contractor and approved by the Department.
- M. The Contractor shall remove all minerals and fluids from vehicles and vessels prior to processing or destruction. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws, only after receiving authorization from the Department. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- N. Contractor shall, whenever possible, recycle debris. Common recyclable materials are metals, soils, concrete, asphalt, and masonry debris. Any proceeds from recycling operations received by the Contractor shall be kept by the Contractor but reflected as a credit on the next Contractor invoice(s).
- O. The Contractor shall directly haul C&D debris to the nearest landfill that accepts C&D in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. The Contractor shall not stage C&D at DMS locations unless authorized by the Department.

2.5. Invoicing

- A. The Contractor shall provide proper documentation to the Department for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable FDDRP.
- B. The Contractor shall provide a daily spreadsheet of operations data including load tickets and worksheets to the Department or designated representative for reconciliation of monitoring records to properly document the contract work in accordance with the Department's and applicable FDDRP requirements. Once verified submit to the Department for payment.
- C. The Contractor shall invoice the Department on thirty 30-day increments starting with the date of the first authorized Task Work Order. Each invoice shall include all activities completed since the previous invoice. The Contractor shall prepare and maintain

documentation supporting the invoices according to the FDDRP requirements. All documentation including original load and disposal tickets must be complete, clear and legible. Each invoice submitted for payment shall include the following:

- a. Contract number and financial project number
- b. Invoice number
- c. Date submitted and the work period covered
- d. Original receipts and all backup necessary to support the quantities and amounts invoiced.
- e. Digital photographs of pre/post work locations, activities, and any damage caused or encountered during Contractor's operations.
- f. A certification Disbursement of previous periodic payments to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date.
- g. Proper documentation as required by FDDRP for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement to the Department.
- h. Excel spreadsheet of work performed,

D. Invoices shall be submitted to:

Florida Department of Transportation, or designee
Attention: Zachary Stringer

- E. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.
- F. A lump sum retainage of ten percent (10%) will be withheld from each invoice. The Contractor must show this retainage on the invoice. The retainage will be released when the DMS are restored to their original condition or as otherwise mutually agreed by the Parties.
- G. The Contractor shall provide the Department with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Department shall identify and evaluate the estimated quantity, type and location of debris in conjunction with field consultants and contractors.

- B. The Department shall provide a minimum of twenty-four (24) hours notification from the time the Task Work Order is approved, specifying to the Contractor the following: the required number of Debris Removal Crews and the required number of Hazardous Tree Removal Crews; the Department-designated location(s); the required date/time to report to work location sites; and contact information for the Department's representative.
- C. The Department or authorized designee shall provide field inspectors in sufficient numbers to adequately monitor all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations. The Department intends to assign at least one (1) inspector to each Debris Removal Crew and Hazardous Tree Removal Crew; however, the Department may alter the distribution of inspectors in its sole discretion. The Department must obtain from the Contractor, photographic documentation of all stumps removed, and hazardous trees and hazardous limbs cut from trees under this Contract. The Contractor shall not cut any hazardous trees or hazardous limbs from the tree or remove any stumps until proper documentation has been received by the Department from the Contractor. Photographs obtained by the Department from the Contractor shall clearly depict the nature of the threat or hazard posed by the hazardous trees, limbs, or stumps before they are authorized for cutting or removal.
- D. The Department or authorized designee shall identify and prioritize in coordination with field teams and contractors Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations authorized on state and Federal Aid Highway segments and local roadways authorized by the Department. Prioritization of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- E. The Contractor shall remove trailers, vessels, and vehicles from the right-of-way if they are impeding the flow of traffic and block public access and critical facilities as directed by the Department. Once removed, the Department will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Department will authorize final disposal.
- F. The Department shall provide guidance regarding restrictions of work hours (e.g., school zones, peak hours, and residential zones).

3.2 Staging/Reduction of Debris

- A. The Department will make reasonable efforts to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.

- B. The Department or designee shall provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. The Department or designee shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Department shall provide a spreadsheet that will be used for invoicing in a format to properly document the Contract work in accordance with applicable Department and FDDRP requirements.
- B. The Department shall schedule and facilitate planning meetings with the Contractor.
- C. The Department shall ensure the proper Right of Entry Form and Indemnification Certification is obtained from any property owner prior to commencing any work on private property, if this work is authorized and directed by the Department

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, including but not limited to Mobilization, Demobilization and TTC shall be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this Scope, all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

4.1. Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to load and haul/transport all vegetative debris from the right-of-way and unload at a DMS or at the final disposal location. Vegetative debris includes hazardous trees and hazardous limbs cut from the tree, and stumps less than twenty-four (24) inches in diameter, extracted and placed on the right of way.

Measurement for loading and hauling vegetative debris will be per cubic yard.

4.2. Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management and restoration of the DMS location.

Measurement for management of the DMS will measure per cubic yard of debris hauled into the DMS.

4.3. Reduction of Vegetative Debris from ROW to DMS Location

This item consists of furnishing all labor, equipment, and materials necessary for reduction of all vegetative debris.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

4.4. Loading, Hauling and Final Disposal of Reduced Vegetative Debris from DMS location to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5. Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6. Loading, Hauling, Unloading C&D Debris From ROW to DMS Location and DMS to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to DMS location and from DMS location to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.7. Sweeping Roadway- Urban (includes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway curb and gutter sections, adjacent sidewalks, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for urban roadway sweeping will be per mile.

4.8. Sweeping Roadway- Rural (excludes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for rural roadway sweeping will be per mile.

4.9. Vacuum Inlets

This item consists of furnishing all labor, equipment, and materials necessary to vacuum sediment and remnants of vegetative debris from inlets and final disposal of deposited debris and sediment.

Measurement for vacuuming inlets will be per each.

4.10. White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods and any materials contained in the appliance from right-of-way or DMS location to final disposal site.

Measurement for White Good debris will be per each.

4.11. Removal and final Disposal of Household Hazardous Waste (HHW)

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the right-of-way to the proper final disposal of all HHW debris.

Measurement for HHW debris will be per 55-gallon drum.

4.12. Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way and proper final disposal of all E-waste debris. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for E-waste debris will be measured per each.

4.13. Removal of trailers and vehicles

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of trailer/vehicle debris will be per each.

4.14. Removal of Vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned vessels pursuant to Department processes and procedures. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vessel debris will be per linear foot of the vessel.

4.15. Removal of Putrescent Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.16. Seaweed Removal Loading and Hauling

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of seaweed debris.

Measurement for seaweed debris removal will be per cubic yard.

4.17. Sand Screening

This item consists of furnishing all labor, equipment, and materials necessary to mechanically screen sand.

Measurement for sand screening will be per cubic yard.

4.18. Loading, Hauling Sand, Rock, Soil, Silt, and Sediment (i.e. Earthen Debris)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way to DMS, from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris.

Measurement for earthen debris will be per cubic yard of material removed.

4.19. Hazardous Stump Removal

This item consists of furnishing all labor, equipment and materials necessary for removal and final disposal and backfilling of hazardous stumps as determined by applicable FDDRP requirements. These hazardous stumps may be fully detached from the ground or fully-to-partially attached to the ground. If required, this item shall also include any costs for extraction of the hazardous stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps, as directed and authorized by the Department. All costs for reduction and disposal of hazardous stumps will be included in this item.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls requiring extraction will be per each hazardous stump removed.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls not requiring extraction will be per cubic yard.

4.20. Hazardous Limb Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut from the tree hazardous limbs greater than two inches in diameter measured at the point of break.

Measurement for hazardous limb cuts from the tree will be per tree, regardless of the number of limbs cut from the tree.

4.21. Hazardous Tree Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut hazardous trees six inches or larger in diameter, measured 4.5 feet above the ground surface, flush cutting at ground level if less than 50% of the root ball is exposed.

Measurement for hazardous tree cut will be per each hazardous tree, based on the diameter of the tree.

4.22. Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Department for actual costs provided accurate records are kept and scale tickets are submitted with the invoice.

5. MATERIAL BREACH OF CONTRACT

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to provide at least 75% of the total number of Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or
- B. The Contractor fails to provide at least 75% of the total number of Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or

- C. The Contractor fails to provide at least 75% of the total number of additional Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- D. The Contractor fails to provide at least 75% of the total number of additional Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- E. The Contractor fails to keep on-site and maintain at least 75% of the total number of Debris Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.
- F. The Contractor fails to keep on-site and maintain at least 75% of the total number of Hazardous Tree Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy, and the Department may exercise any other available remedies and rights.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The FY 2024- 25 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Non collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to

the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department’s website at the following URL address: <https://bqa.fdot.gov/home>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Zachary Stringer at zachary.stringer@dot.state.fl.us.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the

Department upon completion of the Contract, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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:

**District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

Article 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department’s right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:
<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice

described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable

materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work, then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3 is deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

9-3.4 Deviation from Plan Dimensions:

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

"EXHIBIT F"

SCHEDULE OF ITEMS

EMERGENCY DEBRIS REMOVAL OPERATIONS

H1212

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	1,000 CY	\$14.98 /CY	\$14,980.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500 CY	\$14.98 /CY	\$7,490.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	50,000 CY	\$1.00 /CY	\$50,000.00
4	Reduction of Vegetative Debris	Cubic Yard (CY)	N/A	Grinding	1,000 CY	\$5.98 /CY	\$5,980.00
				Air Curtain Incineration	N/A	N/A	n/a
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500 CY	\$5.00 /CY	\$2,500.00
6	Loading, Hauling, & Unloading C&D Debris– Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	15,120 CY	\$27.00 /CY	\$408,240.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	15,120 CY	\$18.00 /CY	\$272,160.00
			From DMS to Final Disposal	N/A	15,120 CY	\$14.00 /CY	\$211,680.00
8	Sweeping Curb and Gutter	Curb Mile	N/A	N/A	50 CM	\$300.00 /CM	\$15,000.00
9	Vacuum Inlets	Each	N/A	N/A	100 EA	\$450.00 /EA	\$45,000.00
10	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling / Disposal	Each	From ROW to Final Disposal	N/A	50 EA	\$250.00/EA	\$12,500.00
			From ROW to DMS to Final Disposal	N/A	50 EA	\$225.00 /EA	\$11,250.00
11	Hazardous Household Waste (HHW) (i.e. Orphaned Drums)	55 Gal Drum	From ROW to Final Disposal	N/A	5 EA	\$1,500.00 /EA	\$7,500.00
12	E-waste	Each	From ROW to Final Disposal	N/A	25 EA	\$45.00 /EA	\$1,125.00

13	Trailers and Vehicles	Each Vehicle (Cars, trucks, tractor trailers)	From ROW to Storage to Final Disposal	N/A	3 EA	\$400.00 /EA	\$1,200.00
14	Vessels	Per Linear Foot	From ROW to Storage to Final Disposal	< 30 feet	5 LF	\$700.00 /LF	\$3,500.00
				> 30 feet	5 LF	\$1,800.00 /LF	\$9,000.00
15	Putrescent Debris	Per Pound (weight @ removal)	From ROW to Final Disposal	N/A	500 LB	\$15.00 /LB	\$7,500.00
16	Seaweed Debris	CY	ROW to Final Disposal	N/A	N/A	N/A	n/a
17	Sand Screening	CY	Onsite	N/A	50,000 CY	\$6.50 /CY	\$325,000.00
18	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	8,000 CY	\$18.00 /CY	\$144,000.00
			From DMS to Final Disposal/Location	N/A	50,000 CY	\$36.00 /CY	\$1,800,000.00
19	Disposal / Tipping Fees	Actual Costs	N/A	N/A			

If a pay item is left blank or N/A is used, the bid shall be declared irregular and the Department may reject the proposal (with the exception of item #18).

Rates shall include all overhead, operating margin, and other expenses.

Rates shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the rates shown shall be paid by the Department.

Payment will be made based on actual units of work performed as approved by the Department.

1. Agreement

AGREEMENT

25-00029-E

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and TFR Enterprises, Inc. whose primary address is 601 Leander Drive Leander, TX 78641 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. FEMA Grant Provisions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Services attached as Exhibit E.
 - f. Schedule of Items/ Pricing attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 Month from the Effective Date ("Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$90,425,000.00 for the Contract term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Additional Items

1. Anywhere Department is stated, it is synonymous with County.
2. 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.
3. 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).
4. 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.
5. 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.
6. Contractor is responsible for reporting to the Debris Management, 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.
7. 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.
8. Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
9. Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
10. 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.
11. 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.

12. 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 Debris Manager, unless and until First Push is completed for the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:



Print Name and Title: Tipton F Rowland, CEO

Date: 10/18/2024

For County:

Signature:



Print Name and Title: Barry Burton - County Administrator

Date: October 21, 2024

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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.

Domestic preferences for procurements. [2 CFR § 200.322]:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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 C
FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 25-00029-E

PROPOSAL TITLE: EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

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 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.
- 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, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 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 under the 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 of contractors 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 penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor 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, the administering 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 any violation 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 of the 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 liquidated damages 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 section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 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.

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 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.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

AGREEMENT

EXHIBIT D - 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@jdidata.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.

AGREEMENT

- (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.

EXHIBIT “E”

SCOPE OF SERVICES

EMERGENCY DEBRIS AND HAZARDOUS TREE, LIMB, AND STUMP REMOVAL OPERATIONS

1. DESCRIPTION

The purpose of this Contract is to provide Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to a Governor’s Declaration of a State of Emergency (“State of Emergency”). This Contract includes the following county: Pinellas. The Contractor must perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations pursuant to the terms of this Contract and at the direction of the Department within this county.

This Scope of Services (“Scope”) describes and defines the services that are required for the execution of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations on Federal Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impacts of events associated with a State of Emergency. If more than one award is made, award and contract activation will be based off lowest responsive bid then the next lowest responsive bid and so forth based on the Contractor’s availability and ability to satisfy the needs of the Department at the time contacted.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any Temporary Traffic Control (“TTC”), Mobilization, and Demobilization. Activities include, but are not limited to, field operations (day and/or night) for; debris pickup, hauling and removal; staging and reduction; management of Debris Management Site(s) (“DMS”); cutting, hauling, and removing hazardous trees; cutting, hauling, and removing hazardous limbs; cutting, extracting, hauling, and removing hazardous stumps; final disposal; and overall debris management. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations performed under this Contract shall be in accordance with the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction, along with any Specifications detailed in this Scope and the Department's Standard Plans.

Upon notice by the Department, the Contractor shall have the ability to deploy a minimum of 9 Debris Removal Crews and 3 Hazardous Tree Removal Crews directly to work sites or staging sites as directed by the Department. All crews deployed as part of this Contract will be maintained until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding roadway limits provided for which the Contractor will be responsible.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department or designee for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s), ("FDDRP"), which includes but is not limited to, programs of the Federal Emergency Management Agency and the Federal Highway Administration.

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five calendar days after receipt of any Task Work Order pursuant to this Contract and at all times during the term hereof, including extensions, the Contractor shall supply and keep in force a fully executed bond provided by a surety authorized to do business in the State of Florida payable to the Department in a sum at least equal to the total amount of all Task Work Orders. The contract Bond shall be provided on Department Form 375-020-27 and shall be complete and in compliance with all applicable Florida Statutes.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A, Department Form Number 700-050-21) for each Contract Bond to the Department within 90 calendar days of the end of the Contract. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, Florida Administrative Code (F.A.C), which would prohibit the Contractor from bidding, subcontracting, or acting as a material supplier on any future Department contracts.

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. Task Work Orders may be amended at the discretion of the Department. For each Task Work Order, the Department will include a description of the work location and will prepare an estimate on the amount of work and price based on the rates established in the Contract Schedule of Items and establish the maximum amount of compensation that can be paid for each executed Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. The Contractor shall not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Operations to be provided must be initiated and completed by the Contractor within the dates and terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system or on private property unless the Department directs and authorizes the work in writing and coordinates with the appropriate jurisdiction(s).

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

1.3 Cadaver Discovery

Each Debris Removal Crew member and Hazardous Tree Removal Crew member is responsible for monitoring work areas, watching the debris pile and recognizing any potential human remains. Crew members will stop work in the area and notify law enforcement and the Department's Project Manager immediately if they believe they have identified human remains. The Crew shall remain at the site until released by the authority having jurisdiction.

Except for law enforcement, all Crews are forbidden from sharing any information concerning the deceased. The Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

1.4 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **Debris Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Debris Removal Operations, which as a minimum, shall include: one (1) crew leader with a pickup truck; one (1) hauling unit

with an operator; and one (1) loading unit with an operator. The crew leader and operators shall be equipped with a chainsaw and trained and able to operate a chainsaw when needed.

- B. **Hazardous Tree Removal Crew(s)** means a group of properly trained personnel with appropriate equipment to efficiently perform Hazardous Tree, Limb, and Stump Removal Operations.
- C. **Debris Removal Operations** means removing all debris along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department and providing other related services set forth in the Contract. Subsequent passes for removal of debris may be necessary as directed and authorized by the Department.
- D. **Hazardous Tree, Limb, and Stump Removal Operations** means cutting hazardous trees, cutting hazardous limbs from trees, and cutting, extracting and removing hazardous stumps along the affected roadways, bike lanes, and sidewalks from within the rights-of-way as directed and authorized by the Department.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all contract terms. All Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations must be performed by the Contractor in the presence of Department personnel or their designated representative, unless otherwise authorized by the Department:

2.1. Field Operations

- A. Mobilize the required equipment, labor, and materials pursuant to Section 1.0 of this Contract to the locations designated by the Department within twenty-four (24) hours of execution of the Task Work Order. The Department may authorize additional Crews as needed based upon the projected severity of the event and input from the Contractor. Any required Crews supplementary to the original request shall report to assigned work locations within 24 hours of notification and the execution of an amended work task order.
- B. Once road priorities are established by the Department, Debris Removal Crews and Hazardous Tree Removal Crews shall be required to complete assigned operations from entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department.
- C. The Contractor shall begin and end workdays at the times designated by the Department and within the Department work hour restrictions (e.g., school zones, peak hours, and residential zones).

- D. The Contractor shall perform and document Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations as directed and in accordance with the applicable FDDRP requirements.

All storm or disaster related debris will be categorized into the following types:

- Vegetative
- Seaweed
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Putrescent Debris

- E. The Contractor shall remove vegetative debris. Removal of vegetative debris shall commence only when authorization has been given by the Department. Vegetative debris removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Vegetative debris to be removed includes trees less than six (6) inches, hazardous stumps less than twenty-four (24) inches, and all debris resulting from hazardous limb cutting, hazardous tree cutting, and stump removal operations.
- F. All holes resulting from root-ball removal operations shall be backfilled to natural ground with material approved by the Department. The Contractor shall maintain and provide documentation for the materials used when requested by the Department. The Contractor shall extract and remove hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department. Hazardous stump removal operations shall be in accordance with applicable FDDRP requirements as directed by the Department. Hazardous stumps shall be kept separate from other vegetative debris.
- G. The Contractor shall cut hazardous limbs from trees. Cutting of hazardous limbs from the tree shall commence when authorization has been given by the Department. Hazardous limb cutting shall be in accordance with applicable FDDRP requirements as directed by the Department. Palm fronds are not considered hazardous limbs, and no payment will be made for removal of palm fronds.

All hazardous limb cutting operations shall be performed in concurrence with work being performed in the sector. Hazardous limbs shall be cut at the closest main branch and placed at a safe location on the Department owned right of way.

- H. The Contractor shall cut hazardous trees. Cutting of hazardous trees shall commence when authorization has been given by the Department. Hazardous tree cutting

operations shall be in accordance with applicable FDDRP requirements as directed by the Department.

Hazardous trees shall be flush cut at the ground level and placed at a safe location on the Department owned right of way.

- I. The Contractor shall haul seaweed directly to a landfill for disposal.
- J. The Contractor shall vacuum inlets and sweep curb and gutter sections as directed by the Department. The Contractor shall provide digital photographs documenting the conditions before vacuuming and sweeping and after vacuuming and sweeping.
- K. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Putrescent debris is defined as debris that will decompose or rot (animal carcasses and organic fleshy matter). Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- L. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- M. The Contractor shall collect e-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. E-waste is defined as electronics that contain hazardous materials (e.g., computer monitors, televisions, cell phones, and batteries).
- N. The Contractor shall remove vessels, trailers, and vehicles from the rights-of-way and property that impede the flow of traffic and block public access and critical facilities as directed by the Department. The Contractor shall store vessels, trailers, and vehicles in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Department.
- O. As directed by the Department, the Contractor shall perform mechanical screening of sand deposited on the rights-of-way. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined. Eligible storm debris will be hauled to a DMS or final disposal site.

Sand contaminated with any hazardous wastes shall be properly segregated and identified, handled, stored, and transported in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand.

- P. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- Q. The Contractor shall keep all work for other clients and contracts separate from the Department's Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.
- R. The Contractor shall not perform any work on private property without first receiving authorization from the Department, as well as complying with any applicable FDDRP requirements.
- S. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Department. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.

2.2. Contractor Equipment and Personnel

- A. The Contractor shall perform Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - a. Be physically located at the District Emergency Operations Center ("EOC") or other Department-designated location; or
 - b. Be available immediately via phone and capable of reporting in person to a Department designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - c. Report the status of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations by quantity, county and roadway at interval times, as determined by the Department, to a Department designated representative.
- B. All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- C. All trucks must be mechanically loaded and unloaded, and all loads must be reasonably compacted and securely covered.
- D. All equipment shall clearly and legibly display the Contractor's or subcontractor's name. Law enforcement may require additional documentation authorizing the Contractor to access certain roadways. The Contractor shall notify the Department if additional documentation is needed and obtain from the Department, maintain, and make available such documentation to law enforcement to access the roadways. The Contractor shall not share the documentation with others outside this Contract. The Department may provide such documentation authorizing access prior to operations.
- E. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required to provide visibility. The lights must be operating when the vehicle is in a work area.
- F. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- G. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- H. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- I. The Contractor shall submit reports within the timeframes and in the formats as requested by the Department.

2.3. Temporary Traffic Control ("TTC")

- A. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this contract to the Department's Project Manager. The Contractor shall provide these certifications prior to starting work.

- B. The Contractor shall provide TTC at all times in accordance with Department Standard Plans and may include off-duty law enforcement.
- C. A minimum of one person per crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the Department's TTC Training Handbook.
- D. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans and in accordance with the approved vendor drawings. All temporary traffic control devices shall be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- E. Lane closures will not be allowed without authorization from the Department.

2.4. Staging/Reduction of Debris

- A. The Contractor shall provide additional DMS locations as needed and secure the necessary permits in its name for any additional Contractor-supplied DMS locations from the appropriate regulatory agencies. All permits and documentation for additional DMS locations shall be provided to the Department. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for its actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Department.
- B. The Contractor shall prepare and manage DMS locations in close coordination with the Department or designee and restore site(s) to the original condition to the satisfaction of the Department and the appropriate regulatory agencies.
- C. The Contractor shall perform all testing required by the appropriate regulatory agencies to ensure DMS locations have not been contaminated.
- D. The Contractor may use pre-identified DMS locations within District(s) 7 based on availability. Department approval is required prior to opening any DMS location for debris operations.
- E. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Department may be brought to same DMS as the Contractor. Debris brought to DMS by the Department shall not be co-mingled with debris brought to DMS by the Contractor.
- F. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:

- Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
- Provide necessary electricity, water, and sanitary facilities.
- Control the ingress/egress, drainage, dust, and erosion on site.
- Maintain all access roads.
- Provide monitoring towers as needed.
- Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.
- Maintain segregation of debris.

G. The Contractor shall provide a means for the Department or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Department or their designated representative. The Contractor herein certifies that all drivers performing work under this Contract possess a valid driver's license appropriate for the vehicle operated in performance of the services described herein, free of any suspensions, restrictions or revocations of driving privileges during the term of this Contract. The Contractor shall immediately notify the Department of any traffic infractions obtained by drivers during the performance of work under this Contract. The Contractor shall immediately remove any driver from performing work under this Contract if the driver's license is lost, expired, restricted, suspended or revoked for any reason during the term of this Contract. All active DMS locations must be equipped with at least one tower from which a Quality Control Tower Monitor can safely view the contents of each load and determine the capacities and contents of each load entering and exiting the DMS location. Each tower must contain a fire extinguisher and a first aid kit.

H. The Contractor shall begin debris reduction no later than seven (7) days of DMS activation. Within three (3) weeks of initial acceptance of debris at DMS, Contractor shall begin hauling reduced debris from the DMS location to the final disposal site, unless otherwise directed by the Department.

- I. The Contractor shall reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (proper authorization must be obtained)
 - Recycling
 - Open air burning with proper authorization and consistent with laws and regulations.

The Department will specify the allowable reduction method at each DMS location.

When directed by the Department, the Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Department crews. For this debris, the Contractor will only be compensated for reduction and hauling to final disposal. The Contractor will be required to keep reduced vegetative debris resulting from debris hauled to the DMS location by Department crews separate from debris hauled by the Contractor.

- J. The Contractor shall clean and process White Goods to remove putrescent debris. Ozone-depleting refrigerants, mercury, or compressor oils must be identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- K. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- L. The Contractor shall store any vessels, trailers, or vehicles removed from rights-of-way in a secured area designated by the Contractor and approved by the Department.
- M. The Contractor shall remove all minerals and fluids from vehicles and vessels prior to processing or destruction. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations and laws, only after receiving authorization from the Department. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- N. Contractor shall, whenever possible, recycle debris. Common recyclable materials are metals, soils, concrete, asphalt, and masonry debris. Any proceeds from recycling operations received by the Contractor shall be kept by the Contractor but reflected as a credit on the next Contractor invoice(s).
- O. The Contractor shall directly haul C&D debris to the nearest landfill that accepts C&D in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. The Contractor shall not stage C&D at DMS locations unless authorized by the Department.

2.5. Invoicing

- A. The Contractor shall provide proper documentation to the Department for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement eligibility to the Department from the applicable FDDRP.
- B. The Contractor shall provide a daily spreadsheet of operations data including load tickets and worksheets to the Department or designated representative for reconciliation of monitoring records to properly document the contract work in accordance with the Department's and applicable FDDRP requirements. Once verified submit to the Department for payment.
- C. The Contractor shall invoice the Department on thirty 30-day increments starting with the date of the first authorized Task Work Order. Each invoice shall include all activities completed since the previous invoice. The Contractor shall prepare and maintain

documentation supporting the invoices according to the FDDRP requirements. All documentation including original load and disposal tickets must be complete, clear and legible. Each invoice submitted for payment shall include the following:

- a. Contract number and financial project number
- b. Invoice number
- c. Date submitted and the work period covered
- d. Original receipts and all backup necessary to support the quantities and amounts invoiced.
- e. Digital photographs of pre/post work locations, activities, and any damage caused or encountered during Contractor's operations.
- f. A certification Disbursement of previous periodic payments to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date.
- g. Proper documentation as required by FDDRP for all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations to ensure reimbursement to the Department.
- h. Excel spreadsheet of work performed,

D. Invoices shall be submitted to:

Florida Department of Transportation, or designee
Attention: Zachary Stringer

- E. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.
- F. A lump sum retainage of ten percent (10%) will be withheld from each invoice. The Contractor must show this retainage on the invoice. The retainage will be released when the DMS are restored to their original condition or as otherwise mutually agreed by the Parties.
- G. The Contractor shall provide the Department with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations.

3. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Department shall identify and evaluate the estimated quantity, type and location of debris in conjunction with field consultants and contractors.

- B. The Department shall provide a minimum of twenty-four (24) hours notification from the time the Task Work Order is approved, specifying to the Contractor the following: the required number of Debris Removal Crews and the required number of Hazardous Tree Removal Crews; the Department-designated location(s); the required date/time to report to work location sites; and contact information for the Department's representative.
- C. The Department or authorized designee shall provide field inspectors in sufficient numbers to adequately monitor all Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations. The Department intends to assign at least one (1) inspector to each Debris Removal Crew and Hazardous Tree Removal Crew; however, the Department may alter the distribution of inspectors in its sole discretion. The Department must obtain from the Contractor, photographic documentation of all stumps removed, and hazardous trees and hazardous limbs cut from trees under this Contract. The Contractor shall not cut any hazardous trees or hazardous limbs from the tree or remove any stumps until proper documentation has been received by the Department from the Contractor. Photographs obtained by the Department from the Contractor shall clearly depict the nature of the threat or hazard posed by the hazardous trees, limbs, or stumps before they are authorized for cutting or removal.
- D. The Department or authorized designee shall identify and prioritize in coordination with field teams and contractors Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations authorized on state and Federal Aid Highway segments and local roadways authorized by the Department. Prioritization of Debris Removal Operations and Hazardous Tree, Limb, and Stump Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- E. The Contractor shall remove trailers, vessels, and vehicles from the right-of-way if they are impeding the flow of traffic and block public access and critical facilities as directed by the Department. Once removed, the Department will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Department will authorize final disposal.
- F. The Department shall provide guidance regarding restrictions of work hours (e.g., school zones, peak hours, and residential zones).

3.2 Staging/Reduction of Debris

- A. The Department will make reasonable efforts to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.

- B. The Department or designee shall provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. The Department or designee shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Department shall provide a spreadsheet that will be used for invoicing in a format to properly document the Contract work in accordance with applicable Department and FDDRP requirements.
- B. The Department shall schedule and facilitate planning meetings with the Contractor.
- C. The Department shall ensure the proper Right of Entry Form and Indemnification Certification is obtained from any property owner prior to commencing any work on private property, if this work is authorized and directed by the Department

4. METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, including but not limited to Mobilization, Demobilization and TTC shall be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this Scope, all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

4.1. Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to load and haul/transport all vegetative debris from the right-of-way and unload at a DMS or at the final disposal location. Vegetative debris includes hazardous trees and hazardous limbs cut from the tree, and stumps less than twenty-four (24) inches in diameter, extracted and placed on the right of way.

Measurement for loading and hauling vegetative debris will be per cubic yard.

4.2. Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management and restoration of the DMS location.

Measurement for management of the DMS will measure per cubic yard of debris hauled into the DMS.

4.3. Reduction of Vegetative Debris from ROW to DMS Location

This item consists of furnishing all labor, equipment, and materials necessary for reduction of all vegetative debris.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

4.4. Loading, Hauling and Final Disposal of Reduced Vegetative Debris from DMS location to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5. Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6. Loading, Hauling, Unloading C&D Debris From ROW to DMS Location and DMS to Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading C&D debris from right-of-way to DMS location and from DMS location to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.7. Sweeping Roadway- Urban (includes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway curb and gutter sections, adjacent sidewalks, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for urban roadway sweeping will be per mile.

4.8. Sweeping Roadway- Rural (excludes Curb, Gutter, and Sidewalk)

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway, trails, and multi-use paths and final disposal of deposited debris and sediment.

Measurement for rural roadway sweeping will be per mile.

4.9. Vacuum Inlets

This item consists of furnishing all labor, equipment, and materials necessary to vacuum sediment and remnants of vegetative debris from inlets and final disposal of deposited debris and sediment.

Measurement for vacuuming inlets will be per each.

4.10. White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods and any materials contained in the appliance from right-of-way or DMS location to final disposal site.

Measurement for White Good debris will be per each.

4.11. Removal and final Disposal of Household Hazardous Waste (HHW)

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the right-of-way to the proper final disposal of all HHW debris.

Measurement for HHW debris will be per 55-gallon drum.

4.12. Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way and proper final disposal of all E-waste debris. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for E-waste debris will be measured per each.

4.13. Removal of trailers and vehicles

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of trailer/vehicle debris will be per each.

4.14. Removal of Vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, storage, security, and proper final disposal of abandoned vessels pursuant to Department processes and procedures. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vessel debris will be per linear foot of the vessel.

4.15. Removal of Putrescent Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.16. Seaweed Removal Loading and Hauling

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way, loading, hauling, and proper final disposal of seaweed debris.

Measurement for seaweed debris removal will be per cubic yard.

4.17. Sand Screening

This item consists of furnishing all labor, equipment, and materials necessary to mechanically screen sand.

Measurement for sand screening will be per cubic yard.

4.18. Loading, Hauling Sand, Rock, Soil, Silt, and Sediment (i.e. Earthen Debris)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the right-of-way to DMS, from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris.

Measurement for earthen debris will be per cubic yard of material removed.

4.19. Hazardous Stump Removal

This item consists of furnishing all labor, equipment and materials necessary for removal and final disposal and backfilling of hazardous stumps as determined by applicable FDDRP requirements. These hazardous stumps may be fully detached from the ground or fully-to-partially attached to the ground. If required, this item shall also include any costs for extraction of the hazardous stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps, as directed and authorized by the Department. All costs for reduction and disposal of hazardous stumps will be included in this item.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls requiring extraction will be per each hazardous stump removed.

Measurement for hazardous stump removal for hazardous stumps equal to or greater than twenty-four (24) inches in diameter measured two (2) feet above the ground surface with root-balls not requiring extraction will be per cubic yard.

4.20. Hazardous Limb Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut from the tree hazardous limbs greater than two inches in diameter measured at the point of break.

Measurement for hazardous limb cuts from the tree will be per tree, regardless of the number of limbs cut from the tree.

4.21. Hazardous Tree Cutting

This item consists of furnishing all labor, equipment, and materials necessary to cut hazardous trees six inches or larger in diameter, measured 4.5 feet above the ground surface, flush cutting at ground level if less than 50% of the root ball is exposed.

Measurement for hazardous tree cut will be per each hazardous tree, based on the diameter of the tree.

4.22. Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Department for actual costs provided accurate records are kept and scale tickets are submitted with the invoice.

5. MATERIAL BREACH OF CONTRACT

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to provide at least 75% of the total number of Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or
- B. The Contractor fails to provide at least 75% of the total number of Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in the Task Work Order; or

- C. The Contractor fails to provide at least 75% of the total number of additional Debris Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- D. The Contractor fails to provide at least 75% of the total number of additional Hazardous Tree Removal Crews— total number not to exceed the minimum number specified in Section 1.0—that the Department required in subsequent Task Work Orders; or
- E. The Contractor fails to keep on-site and maintain at least 75% of the total number of Debris Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.
- F. The Contractor fails to keep on-site and maintain at least 75% of the total number of Hazardous Tree Removal Crews—total number not to exceed the minimum number specified in Section 1.0—that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy, and the Department may exercise any other available remedies and rights.

6. BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

7. GENERAL REQUIREMENTS

The FY 2024- 25 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Non collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to

the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department’s website at the following URL address: <https://bqa.fdot.gov/home>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Zachary Stringer at zachary.stringer@dot.state.fl.us.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the

Department upon completion of the Contract, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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:

**District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

Article 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department’s right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice

described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable

materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work, then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3 is deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

9-3.4 Deviation from Plan Dimensions:

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

Schedule of Items

Emergency Debris Removal Operations

	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 14.45	\$ 13,005,000.00
2	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal	N/A	900,000	\$ 14.45	\$ 13,005,000.00
3	DMS Management	Cubic Yard (CY)	N/A	N/A	900,000	\$ 1.25	\$ 1,125,000.00
4	Reduction of Vegetative Debris	Cubic Yard (CY)	N/A	Grinding	900,000	\$ 4.25	\$ 3,825,000.00
				Air Curtain Incineration	900,000	\$ 1.00	\$ 900,000.00
5	Loading, Hauling, & Final Disposal of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal	N/A	500,000	\$ 4.75	\$ 2,375,000.00
6	Loading, Hauling, & Unloading C&D Debris – Final Disposal Only	Cubic Yard (CY)	From ROW to Final Disposal	N/A	500,000	\$ 24.00	\$ 12,000,000.00
7	Loading, Hauling, & Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS	N/A	900,000	\$ 14.50	\$ 13,050,000.00
			From DMS to Final Disposal	N/A	500,000	\$ 8.25	\$ 4,125,000.00
8	Sweeping Roadway-Urban	Mile	N/A	N/A	1200	\$ 300.00	\$ 360,000.00
9	Sweeping Roadway-Rural	Mile	N/A	N/A	0		\$ -
10	Vacuum Inlets	Each	N/A	N/A	900	\$ 450.00	\$ 405,000.00
11	White Goods Hauling, evacuation of Freon/refrigerants and Final Recycling /	Each	From ROW to Final Disposal	N/A	1,500	\$ 85.00	\$ 127,500.00
			From ROW to DMS to Final Disposal	N/A	1,500	\$ 125.00	\$ 187,500.00
12	Hazardous Household Waste (HHW) (i.e. Orphaned Drums)	55-Gal Drum	From ROW to Final Disposal	N/A	5000	\$ 225.00	\$ 1,125,000.00
13	E-waste	Each	From ROW to Final Disposal	N/A	2000	\$ 5.00	\$ 10,000.00
14	Putrescent Debris	Per Pound (weight @ re	From ROW to Final Disposal	N/A	5000	\$ 10.00	\$ 50,000.00
15	Seaweed Debris	CY	ROW to Final Disposal	N/A	0		\$ -
16	Sand Screening	CY	Onsite	N/A	500,000	\$ 6.50	\$ 3,250,000.00
17	Rock, Sand, Soil, Silt and Sediment (i.e. Earthen Debris)	CY	From ROW to DMS	N/A	500,000	\$ 17.00	\$ 8,500,000.00
			From DMS to Final Disposal/Location	N/A	500,000	\$ 26.00	\$ 13,000,000.00
Total							\$ 90,425,000.00

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS FOR
THE COOPERATIVE EMERGENCY PROCUREMENT 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 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 awarded multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors as a result of COUNTY RFP Proposal Number **22-0617-P(AJM)** (“County Contract”); and

WHEREAS, on or about October 7, 2024, the State of Florida issued RFP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling vegetative debris from the right-of-way (“ROW”) to the debris management site (“DMS”) is \$14.98 per cubic yard, compared to loading and hauling of vegetative debris at \$7.68 per cubic yard under the County Contract; and

WHEREAS, pursuant to the State Contract, the unit price for loading and hauling construction and demolition debris (“C&D”) from the ROW to the DMS is \$18.00 per cubic yard, compared \$7.68 per cubic yard for C&D collection and hauling under the County Contract; and

WHEREAS, on October 13, 2024, the State of Florida Division of Emergency Management issued DEM Order No 24-014 which, among other things, required the Parties to conduct “debris removal around the clock for the first 90 days or until the debris mission is complete” whereas the County Contract provided for a twelve (12) hour work day, absent approval from the Debris Manager; and

WHEREAS, as a result, the COUNTY and certain MUNICIPALITIES were unable to maintain disaster debris collection and hauling under the County Contract and on October 14, 2024, the County undertook a competitive emergency solicitation for disaster debris removal (“County Emergency Contract”); 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 INTENT OF THE PARTIES

It is the intent of the Parties that this interlocal agreement applies only to debris collected pursuant to COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations specific to debris related to Hurricanes Helene and Milton and subject to the State requirements and pricing set forth above.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 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.

2.2 The scope of the work procured by the COUNTY as set forth in Section E of COUNTY Contract Number 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations to provide comprehensive disaster debris collection and removal services as and when required.

2.3 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.

2.4 The COUNTY will undertake or has undertaken procurement processes for the disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

2.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

2.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, 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).

2.7 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).

2.8 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 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY hereby endorses for itself the COUNTY's competitive procurement process and the County's emergency 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.

3.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement processes 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.

3.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or emergency procurement process, it will do so utilizing the Participation 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.

3.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

3.5 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.

3.6 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).

3.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 4 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 5 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

[The remainder of this page was intentionally left blank]

SECTION 6 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 procurements 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 7 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 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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.

8.2 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 9 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), COUNTY RFP Proposal Number 22-0601-P (Disaster Debris Monitoring and Management RFP), and/or COUNTY Emergency Contract 25-00029E Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10
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 11
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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

CITY OF BELLEAIR BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR

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 BELLEAIR BLUFFS

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 CLEARWATER

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:

CITY OF GULFPORT

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:

TOWN OF INDIAN SHORES

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:

CITY OF LARGO

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:

TOWN OF NORTH REDINGTON BEACH

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:

CITY OF PINELLAS PARK

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:

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 ST. PETERSBURG

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 SOUTH PASADENA

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 TREASURE ISLAND

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:

“EXHIBIT A.1”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

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 Emergency Contract 25-0029E for Disaster Debris Collection & Removal Services (“County Emergency Contract”) the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, on or about October 7, 2024, the State of Florida issued FRP H7129 for disaster debris and removal within Florida Department of Transportation District 7, which includes Pinellas County (“State Contract”); and

WHEREAS, in order to continue necessary debris operations, Pinellas County thereafter undertook a competitive emergency solicitation for disaster debris removal for debris related to Hurricanes Helene and Milton and entered into the County Emergency Contract; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Emergency 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 Emergency 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 Emergency 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 Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Emergency Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

“EXHIBIT A.1”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

CONTRACTOR

CITY/TOWN

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

“EXHIBIT A.2”

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES
AS PART OF COUNTY EMERGENCY CONTRACT 25-00029E

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.

"EXHIBIT A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250035-C-PH, Emergency Response Restoration Services Utilizing the School District of Hernando County Contract No. 24-918-37 (**Tom Funcheon Public Works Dir., Brandon Crum Facility Mgmt. Supt., Janina Lewis Procurement Director**)

Recommendation

Award File No. 250035-C-PH, Emergency Response Restoration Services utilizing the School District of Hernando County Contract No. 24-918-37, to SERVPRO through November 4, 2025 in an amount not to exceed \$150,000.00 for the Public Works Department – Facilities Maintenance.

Background

On June 25, 2024, the School District of Hernando County awarded Bid No. 24-918-37, Emergency Response Restoration Services, to SERVPRO for the period of June 25, 2024 through June 24, 2027. Purchases may be made by other governmental agencies utilizing this contract. The purpose of this contract is to provide as-needed restoration services for damages related to storms, vandalism or other occurrences which are outside of the normal scope of maintenance for our Facilities Maintenance Department. SERVPRO will furnish all materials, labor, supervision, equipment, tools, travel and fuel necessary to provide full-service restoration with emergency response services 24 hours a day, 7 days a week (see attached memo).

Funding

Funding will be identified as repairs are needed.

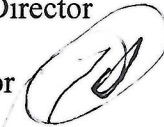
Strategic Plan Objective

N/A



**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director 

From: Brandon Crum, Facility Management Superintendent

Date: October 18, 2024

Subject: Authorize as-needed Restoration Services from Servpro for damage related to storms, vandalism, or other occurrences using Hernando County School District Bid No. 24-918-37, Emergency Response Restoration Services

Recommendation:

Approve File No. 250035-C-PH for as-needed Restoration Services from Servpro for damage related to storms, vandalism, or other occurrences using Hernando County School District Bid No. 24-918-37, Emergency Response Restoration Services not to exceed \$150,000.

Background:

The City would use Emergency Response Restoration Services on Facilities damaged outside of the normal scope of maintenance. The City is currently looking at multiple remodeling projects, which are possibly FEMA reimbursable, due to storm damage.

Funding:

Funding will be identified as repairs are needed as this is a citywide contract.

PURCHASING AGENDA ITEM

Hernando County School District

APPROVED

AGENDA #: 24-2390

School Board Approval Meeting:

June 25, 2024

Bid No. 24-918-37

**Bid Title: Emergency Response
Restoration Services**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|--|--|---|
| ☐ Lowest Bid(s) | ☐ Request for Proposal(s) | ☒ Low Bid(s) Meeting Specification | ☐ Rejection/Cancellation |
| ☐ Revised Award | ☐ Renewal of Contract | ☐ Sole/Single Source | ☐ Re-Award (Partial/Whole) |
| ☐ Contract Termination | ☐ Amendments to Contract | ☐ Extension of Contract | ☐ Emergency |
| ☐ Reversed Auction | ☐ Piggyback Cooperative | ☐ Responsive/Responsible Bidders | |

Bid Contract Period: 06/25/2024 through 06/24/2027

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☐ Firm, Fixed
Unit Prices

☒ Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
- 3 -

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
- 1 -

☐ None

Rationale/Reason: Emergency Response Recovery Services.

Bidders Electronically
Downloaded From
Bidnet Direct Website: 42

Bids Received:
- 7 -

No Bids:
- 0 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

☐ N/A – Bids Not
Required:

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Bill Hall
Fire Official/Plans Examiner

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2437

This tabulation established a contract with licensed and qualified firms to provide the District with emergency recovery services. Such services include, but are not limited to full-service water extraction, mold remediation services, fire restoration, shelter recovery, and other emergency response services as described by the Facilities and Construction authorized personnel. Services will be provided on an as-needed basis, districtwide. Firms will furnish all materials, labor, supervision, equipment, tools, travel, fuel, etc. necessary to provide full-service restoration with emergency response services 24-hours a day, 7-days a week at various locations district-wide.

Fantastic Five, Inc. dba SERVPRO

SERVICES

Item	Description	All Inclusive Hourly Rate
1	Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$77.00
2	Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$115.50
3	Laborer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$42.00
4	Laborer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$63.00
5	Project Manager, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$115.00
6	Project Manager, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$172.50
7	Certified Industrial Hygienist, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$86.40
8	Certified Industrial Hygienist, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$110.00
9	HVAC Technician/Field Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$90.00
10	HVAC Technician/Field Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$140.00
11	Environmental Cleaning Technician/Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$69.00
12	Environmental Cleaning Technician/Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$103.50
13	Mold Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$69.00
14	Mold Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$103.50
15	Administrative/Clerical, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$57.00

* Overtime rates must be in accordance with current US Department of Labor legislation.

MATERIALS

16	Materials are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings submitted to the District.	10%
----	--	-----

RENTAL EQUIPMENT

On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of restoration services. This does not include equipment owned and used by the company during the regular course of restoration services. This rental equipment can only be used with prior written approval from the Facilities & Construction Department. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
17	Rentals are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings submitted to the District.	10 %

SUBCONTRACTED SERVICES

On occasion, it is recognized that subcontracted services may be necessary. This category is for special subcontracted services that are used on occasion, not in the regular course of restoration services, and only used with prior written approval from the Facilities & Construction Department.		
18	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings submitted to the District.	10 %

NOTE: Contractor(s) agree that any services provided because of and during a declared disaster will not include any mark-up and will bill the District at actual cost (no mark-up permitted).

Contact Information:

Jeremy George

(727)919-3234

jeremy@servprowestpasco.com

Global Disaster Recovery, Inc.

SERVICES

Item	Description	All Inclusive Hourly Rate
1	Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$75.00
2	Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$112.50
3	Laborer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$35.00
4	Laborer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$52.50
5	Project Manager, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$85.00
6	Project Manager, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$127.50
7	Certified Industrial Hygienist, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
8	Certified Industrial Hygienist, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$90.00
9	HVAC Technician/Field Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
10	HVAC Technician/Field Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$90.00
11	Environmental Cleaning Technician/Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$50.00
12	Environmental Cleaning Technician/Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$75.00
13	Mold Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
14	Mold Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$90.00
15	Administrative/Clerical, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$35.00

* Overtime rates must be in accordance with current US Department of Labor legislation.

MATERIALS

16	Materials are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings submitted to the District.	10%
----	--	-----

RENTAL EQUIPMENT

On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of restoration services. This does not include equipment owned and used by the company during the regular course of restoration services. This rental equipment can only be used with prior written approval from the Facilities & Construction Department. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
17	Rentals are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings submitted to the District.	10 %

SUBCONTRACTED SERVICES

On occasion, it is recognized that subcontracted services may be necessary. This category is for special subcontracted services that are used on occasion, not in the regular course of restoration services, and only used with prior written approval from the Facilities & Construction Department.		
18	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings submitted to the District.	10 %

NOTE: Contractor(s) must agree that any services provided because of and during a declared disaster will not include any mark-up and will bill the District at actual cost (no mark-up permitted).

Contact Information:

Travis Tuccillo

(305)743-1914

(239)412-4111

travis@gdrcat.com

Hydradry, Inc.

SERVICES

Item	Description	All Inclusive Hourly Rate
1	Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$65.00
2	Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$65.00
3	Laborer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$45.00
4	Laborer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$50.00
5	Project Manager, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$50.00
6	Project Manager, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$55.00
7	Certified Industrial Hygienist, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$150.00
8	Certified Industrial Hygienist, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$150.00
9	HVAC Technician/Field Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$150.00
10	HVAC Technician/Field Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$150.00
11	Environmental Cleaning Technician/Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
12	Environmental Cleaning Technician/Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$65.00
13	Mold Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
14	Mold Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$65.00
15	Administrative/Clerical, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$30.00

* Overtime rates must be in accordance with current US Department of Labor legislation.

MATERIALS

16	Materials are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings submitted to the District.	10%
----	--	-----

RENTAL EQUIPMENT

On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of restoration services. This does not include equipment owned and used by the company during the regular course of restoration services. This rental equipment can only be used with prior written approval from the Facilities & Construction Department. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
17	Rentals are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings submitted to the District.	10 %

SUBCONTRACTED SERVICES

On occasion, it is recognized that subcontracted services may be necessary. This category is for special subcontracted services that are used on occasion, not in the regular course of restoration services, and only used with prior written approval from the Facilities & Construction Department.		
18	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings submitted to the District.	10 %

NOTE: Contractor(s) must agree that any services provided because of and during a declared disaster will not include any mark-up and will bill the District at actual cost (no mark-up permitted).

Contact Information:

Elizabeth Rodriguez

(407) 290-0567

Eli@hydradry.com

Lemoine Disaster Recovery, LLC

SERVICES

Item	Description	All Inclusive Hourly Rate
1	Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$80.00
2	Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$120.00
3	Laborer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$46.00
4	Laborer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$69.00
5	Project Manager, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$95.00
6	Project Manager, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$142.50
7	Certified Industrial Hygienist, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$135.00
8	Certified Industrial Hygienist, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$202.50
9	HVAC Technician/Field Supervisor, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$90.00
10	HVAC Technician/Field Supervisor, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$135.00
11	Environmental Cleaning Technician/Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00
12	Environmental Cleaning Technician/Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$90.00
13	Mold Remediation Technician, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$70.00
14	Mold Remediation Technician, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, all inclusive. *	\$105.00
15	Administrative/Clerical, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, all inclusive.	\$60.00

* Overtime rates must be in accordance with current US Department of Labor legislation.

MATERIALS

16	Materials are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings submitted to the District.	10%
----	--	-----

RENTAL EQUIPMENT

On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of restoration services. This does not include equipment owned and used by the company during the regular course of restoration services. This rental equipment can only be used with prior written approval from the Facilities & Construction Department. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
17	Rentals are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings submitted to the District.	10 %

SUBCONTRACTED SERVICES

On occasion, it is recognized that subcontracted services may be necessary. This category is for special subcontracted services that are used on occasion, not in the regular course of restoration services, and only used with prior written approval from the Facilities & Construction Department.		
18	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings submitted to the District.	10 %

NOTE: Contractor(s) must agree that any services provided because of and during a declared disaster will not include any mark-up and will bill the District at actual cost (no mark-up permitted).

Contact Information:

Robert "Mike" Rice

(225)383-3710

disaster@1lemoine.com



Learn it. Love it. Live it.

NOTICE OF BID AWARD

Bid #: 24-918-37

Award Date: June 25, 2024

Bid Title: Emergency Response Restoration Services

Board Approved Vendors: Fantastic Five, Inc. dba SERVPRO, Global Disaster Recovery, Inc., Hydradry, Inc., Lemoine Disaster Recovery LLC.

Contract Term: 06/25/2024 through 06/24/2027

Renewal Options Remaining: Three (3), One (1) Year Term

On Tuesday, 06/25/2024, the School Board of Hernando County, Florida, approved the above referenced contract to the listed vendor(s) above. This is your formal notification of contract approval.

Important Note: If your company agreed to VISA® purchases and/or this method for receipt of vendor invoice payments, any/all processing fees must have been included in vendor's original pricing structure and ***shall not be added as additional/separate service fees/handling charges*** to the purchase and/or payment. **Failure to obtain the authorizing purchase order number or VISA® account number prior to shipping and/or performing of any services with regards to this bid, could result in costly delays in payments or non-payments of funds.**

In addition, purchasing requires the following documentation, if applicable:

- ☒ Original Certificate of Insurance, including Workers' Compensation, and list Hernando County Schools both as "Additional Insured" and "Certificate Holder", unless expressly prohibited by the insurance company. If this occurs, please send a written explanation from your provider for our files. Required for on-site services. Purchase Orders will NOT be released until current insurance certificates are received and on file.
- ☒ Current up-to-date **Contractor Licenses**, required per the above referenced bid, must be submitted to the Purchasing Department, whenever the status changes (Active/Expired). It is also the responsibility of the contractor to pull **PERMITS** for all projects awarded from the District solicitation through the Facilities Building Department. As a reminder, all company "contractual personnel" must comply with the Jessica Lunsford Act and meet all statute screening requirements.
- ☒ Current W-9 Form

Please Note: Effective July 1, 2023, the Hernando County School District will be using Bidnet Direct's Florida Purchasing Group for the posting of all solicitations. This new platform will provide all vendors with convenient online access to all bid opportunities. ***Also, we will only be accepting bid submittals electronically through this platform. – No paper bids will be accepted.***

To continue receiving notifications of our posted bids, please register on Bidnet Direct's platform. This process will only take a few minutes and is completely FREE.

Bidnet Direct's Registration Link: <https://www.bidnetdirect.com/florida/hernandoschools>

For assistance with registering or using the platform, please call Bidnet Direct's Support Team at (800) 835-4603 ext. 2.

Thank you for your interest in Hernando County Schools. We look forward to a successful working relationship.

Purchasing Department
Hernando County School District



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
*Deputy Chief
Operations / EMS
cmisener@tsfr.us*

SCOTT YOUNG
*Fire Chief
syoun@tsfr.us*

RICHARD WALSH
*Deputy Chief
Administration
rwalsh@tsfr.us*

MEGAN ARAYA
*EM Coordinator
Floodplain Administrator
maraya@tsfr.us*

KEVIN WODRICH
*Fire Marshal
kwodrich@tsfr.us*

To: Board of Commissioners
Through: Charles Rudd, City Manager
From: Scott Young, Fire Chief
Re: Inter-Local Agreement with Pinellas County

Date:

Recommendation:

The Fire Department recommends approving an inter-local agreement with Pinellas County for the collection and remittance of construction plan review fees for all projects in unincorporated Tarpon Springs.

Background:

The fire department has responsibility to review construction plans, and in doing so assists architects, engineers and building designers with accurate fire code adherence to future developments or renovation projects. When these projects fall within the city limits of Tarpon Springs, a fee schedule is followed for billing purposes. However, when these projects fall outside of the city limits, even though the Fire Marshal conducts a plan review, Pinellas County applies their fee schedule to the project.

This inter-local agreement will allow the City of Tarpon Springs to collect plan review fees from Pinellas County on a quarterly basis for all plan reviews in the unincorporated areas of Tarpon Springs.

No charges will apply to this agreement. City attorney Dickman has reviewed this agreement.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between Pinellas County, Florida, a political subdivision of the State of Florida ("County") and The City of Tarpon Springs (individually, the "Fire District", collectively, "the Parties"), this _____ day of _____, 2024 ("Effective Date").

RECITALS

WHEREAS, the Fire District has, pursuant to law, adopted by Resolution/Ordinance 2009-05 (the "Resolution"), as may be amended, establishing a fee to review site development plans, and building permit applications (the "Plan Review Fees"); and

WHEREAS, the Fire District desires the assistance of Pinellas County in the collection and remittance of the Plan Review Fees.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the Parties agree as follows:

1. SERVICES.

The County shall collect the Plan Review Fees in accordance with the fees established by the Resolution (attached and incorporated herein as Exhibit A), as may be amended, upon application of a site development plan or building permit. The County shall remit said fees to the Fire District within thirty (30) calendar days of the end of each quarter.

2. ADMINISTRATIVE CHARGES.

The County shall pass through one hundred percent (100%) of the Plan Review Fees collected on behalf of the Fire District and shall not retain or withhold any of the Fees for the County's own benefit.

3. COMPLIANCE WITH LAWS.

The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue.

4. INDEMNIFICATION.

The Parties shall be fully responsible for their own acts of negligence and their respective agents' acts of negligence, when such agents are acting within the scope of their

employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. Nothing herein shall be construed as consent by either Party to be sued by third Parties in any matter arising out of this Agreement.

5. PUBLIC RECORDS.

The Parties acknowledge that information sent or received pursuant to this Agreement may be public records in accordance with Chapter 119, Florida Statutes. The Parties agree that each will implement policies, procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations and policies of the Parties. Only fees allowed by Section 119.07, Florida Statutes, and policies of the Parties for locating and producing public records, may be charged.

6. ASSIGNMENTS.

No Party shall assign its responsibility under this Agreement to another party without prior written approval of the other Party.

7. TERM AND TERMINATION.

- A. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party as provided for herein.
- B. Either Party may cancel this Agreement with or without cause, by giving thirty (30) business days, excluding County holidays, prior written notice. Notice shall be delivered in accordance with Section 12, Notices.
- C. This Agreement may be renewed pursuant to such terms as all Parties may agree upon in writing. If all Parties agree, the Parties shall execute an amendment to this Agreement.
- D. In the event this Agreement is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred.

8. AMENDMENTS.

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

9. DISPUTE RESOLUTION.

The Parties will attempt to negotiate any disputes which may arise during the term of this Agreement. Should disagreements arise on the interpretation of the provisions of this

Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Parties for consideration. If no agreement can be reached, any Party may invoke Section 7, Term and Termination.

10. APPLICABLE LAW AND VENUE.

This Agreement 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.

11. SEVERABILITY.

The terms and conditions of the 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.

12. NOTICES.

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by one Party to another shall be in writing and shall be deemed given and delivered on the date delivered by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

For the Fire District:

CONTACT NAME

TITLE

ADDRESS

CITY, STATE ZIP

For the County:

Evelyn Spencer
Building Official
440 Court Street
Clearwater, FL 33736

13. NO PLEDGE OF AD VALOREM TAXES.

The Parties agree that this Agreement does not constitute a general indebtedness of any Party within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that no Party shall ever have the right to require or compel the exercise of ad valorem taxing power of another Party or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement.

14. 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.

15. NON-EXCLUSIVE AGREEMENT.

This is a non-exclusive agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract with other entities for similar services, as each may determine necessary in their sole discretion.

16. RELATIONSHIP OF THE PARTIES.

Each Party is and shall remain an independent and separate entity from the other Party. At no time shall an employee or agent of one (1) Party be deemed to be an employee or

agent of the other Party.

17. ENTIRE AGREEMENT.

This Agreement reflects the full and complete agreement among the Parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement as of the day and year first above written.

Pinellas County
Barry Burton, County Administrator

Date

Fire District Signature

Name

Title

Date

APPROVED AS TO FORM

By: _____
Office of the County Attorney

Signature

Print Name

Title

Date

EXHIBIT A
(Attach Copy of Local Ordinance and/or Fee Schedule)

ORDINANCE NO 2009-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING SECTION 7-12 OF THE CODE OF ORDINANCE TO ADOPT THE FLORIDA FIRE PREVENTION CODE; AMENDING SECTION 7-22 OF THE CODE OF ORDINANCES TO IMPOSE FEES FOR SECOND AND SUBSEQUENT RE-INSPECTIONS OF FIRE CODE VIOLATIONS; AND ENACTING SECTION 7-23 OF THE CODE OF ORDINANCE TO ESTABLISH FEES FOR INSPECTIONS AND PLAN REVIEWS BY THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. Section 7-12 of the Code of Ordinances is amended as follows:

§ 7-12. FLORIDA FIRE PREVENTION CODE ADOPTED.

The ~~2001 edition of the~~ Florida Fire Prevention Code, as adopted under Section 633.0215, F.S. is adopted by reference as if set out at length in its entirety in this Section.

Section 2. Section 7-22 of the Code of Ordinances is amended as follows

§ 7-22. VIOLATIONS OF CODES.

(a) Any person who shall violate any of the provisions of the codes adopted by this article or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Board of Commissioners, or by a court of competent jurisdiction, within the time fixed therein, shall severally for each such violation and noncompliance respectively, be punished as provided in § 1-8. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(c) Where a Fire Inspector or the Fire Marshal finds or is made aware of (a) fire code violation(s), he/she shall notify the violator, and such notice shall provide a time within which to correct the violation(s). This time frame will be reasonable and assigned by the Authority Having Jurisdiction. Should the Fire

Inspector or Fire Marshal return at the end of this time frame and determine that the fire code violation has not been corrected, a ~~third~~ re-inspection will be scheduled. If a ~~third inspection~~ second re-inspection is required, ~~a \$25.00 fine shall be imposed upon the violator shall be charged a second re-inspection fee as established by section 7-23 of the Code of Ordinances.~~ Violators will be charged for subsequent re-inspections after a second re-inspection in accordance with section 7-23 of the Code of Ordinances. ~~which fine~~ All such re-inspection fees shall be a lien upon the property on which the fire code violation(s) exists and such lien shall be recorded in the public records of Pinellas County and such fine lien may be foreclosed in accordance with law. ~~A similar fine will be imposed for each subsequent reinspection.~~ If the violator has not made a good faith effort to correct the fire code violation(s) following the ~~third inspection~~ second re-inspection, the Authority Having Jurisdiction may recommend the revocation or suspension of the violator's occupational license to the City of Tarpon Springs Board of Commissioners in accordance with Section 11-13 of the Code of Ordinances of the City of Tarpon Springs.

Section 3. Section 7-23 of the Code of Ordinance is enacted as follows:

§ 7-23. FEE SCHEDULE.

The following fee schedule shall apply to periodic fire inspections and plan reviews conducted by the Fire Department:

(a) Periodic Fire Inspections.

Initial Inspection - - - - -	No Charge
1 st Re-Inspection - - - - -	No Charge
2 nd Re-Inspection- - - - -	\$50.00
3 rd Re-Inspection- - - - -	\$75.00
4 th Re-Inspection- - - - -	\$100.00

Code Enforcement Proceedings to commence if violations not corrected
after 4th Re-Inspection

(b) Plan Review Fees.

(1) Commercial/Business

(i) New Construction

Site/Civil Per review \$35.00
Building (Architect) Per review \$25.00
Additional floor Per Floor \$7.00

(ii) Remodel

Site/Civil Per review \$40.00
Building (Architect) Per review \$25.00
Additional floor Per Floor \$7.00

(2) Assembly/Mixed Occupancy

(i) New Construction

Site/Civil Per review \$40.00
Building (Architect) Per review \$25.00
Additional floor Per floor \$7.00

(ii) Remodel

Site/Civil Per review \$50.00
Building (Architect) Per review \$25.00
Additional floor Per Floor \$7.00

(3) Hospitals, Clinics, Surgical/Medical Nursing Homes

(i) New Construction

Site/Civil Per review \$75.00
Building (Architect) Per review \$40.00
Additional floor Per Floor \$10.00

(ii) Remodel

Site/Civil Per review \$25.00
Building (Architect) Per review \$50.00
Additional floor Per Floor \$10.00

(4) Assisted Living Facility, Foster or Group Home (New Construction & Remodel

Site/Civil Per review \$25.00
Building (Architect) Per review \$20.00
Additional floor Per Floor \$7.00

(5) Hotel/Motels, Transient Housing (New Construction & Remodel)

Site/Civil Per review \$50.00
Building (Architect) Per review \$25.00
Additional floor Per Floor \$10.00

(6) Fire Sprinkler/Standpipe Systems (New Construction & Remodel)

Plan Review NFPA 13 Per Review \$50.00
Plan Review NFPA 13R, 13D Per Review \$25.00
Plan Review Standpipe System Per Review \$25.00
Plan Review Fire Suppression – Per Review \$20.00
Hood System
Plan Review Other Fire Per Review \$25.00
Suppression Systems

(7) Fire Alarm/Detection Systems

(i) New Construction

Plan Review NFPA 72 Per Review \$50.00

(ii) Remodel

Plan Review NFPA 72 Per Review \$40.00

(8) Residential

(i) Multi-Unit Residential (Apartments, Townhouse, etc)

a. New Construction

Site/Civil Per review \$75.00
Building (Architect) Per review/Per Building \$50.00

b. Remodel

Site/Civil Per review \$50.00
Building (Architect) Per review/Per Building \$25.00

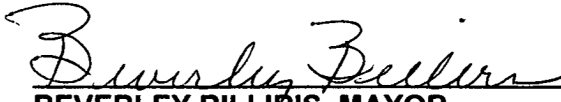
(ii) One/Two Family Development (New Construction)

Site/Civil Per review \$75.00

Section 4. The provisions of this Ordinance shall be deemed to be severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of this Ordinance.

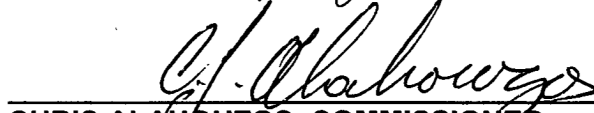
Section 5. This Ordinance shall become effective May 1, 2009.

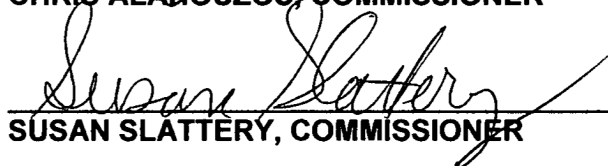
PASSED and ADOPTED this 7th day of April, 2009.


BEVERLEY BILLIRIS, MAYOR


PETER S. DALACOS, COMMISSIONER


ROBIN SAENGER, VICE-MAYOR


CHRIS ALAHOUZOS, COMMISSIONER

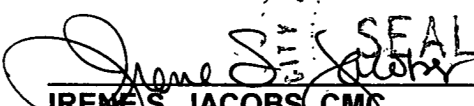

SUSAN SLATTERY, COMMISSIONER

MOTION BY: COMMISSIONER ALAHOUZOS
SECOND BY: COMMISSIONER SAENGER

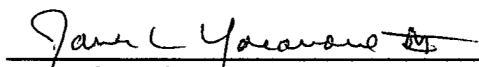
VOTE ON MOTION

COMMISSIONER SLATTERY	<u>Yes</u>
COMMISSIONER ALAHOUZOS	<u>Yes</u>
VICE-MAYOR SAENGER	<u>Yes</u>
COMMISSIONER DALACOS	<u>Yes</u>
MAYOR BILLIRIS	<u>Yes</u>

ATTEST:


IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:


JAMES YACAVONE, III
CITY ATTORNEY

FIRST READING: March 17, 2009

SECOND READING: April 7, 2009

STATE OF FLORIDA
COUNTY OF PINELLAS

\$ S. ST. PETERSBURG TIMES
Published Daily
St. Petersburg, Pinellas County, Florida

Before the undersigned authority personally appeared,

who on oath says that she is Legal Clerk

of the St. Petersburg Times

North Pinellas Times

a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that

the attached copy of advertisement, being a Legal Notice

in the matter RE: City of Tarpon Springs - Ordinance 2009-01 & 2009-05

Kymberly Lee

ad#1002975045

in the

March 20, 2009

Court

was published in said newspaper in the issues of

Affiant further states the said

St. Petersburg Times

is a newspaper published at St. Petersburg, in said Pinellas County, Florida, and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed and subscribed before

me this 20th day of March, A.D. 2009

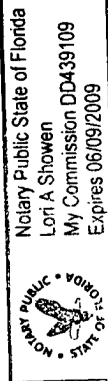
Notary Public

Personally known

or produced identification

Type of identification produced

(Seal)



LEGAL NOTICE

NOTICE OF PUBLIC HEARING & ENACTMENT OF PROPOSED ORDINANCE

The Board of Commissioners of the City of Tarpon Springs will hold a public hearing on the following proposed ordinance, shown below by title, on Tuesday, April 7, 2009, beginning at 6:30 p.m., or soon thereafter as may be heard, in the City Hall, Auditorium/Commission Chambers, 324 East Pine Street, Tarpon Springs, Florida.

ORDINANCE NO 2009-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING SECTION 7-12 OF THE CODE OF ORDINANCE TO ADOPT THE FLORIDA FIRE PREVENTION CODE; AMENDING SECTION 7-22 OF THE CODE OF ORDINANCES TO IMPOSE FEES FOR SECOND AND SUBSEQUENT RE-INSPECTIONS OF FIRE CODE VIOLATIONS; AND ENACTING SECTION 7-23 OF THE CODE OF ORDINANCE TO ESTABLISH FEES FOR INSPECTIONS AND PLAN REVIEWS BY THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance may be inspected by the public at the office of the City Clerk, 410 North Ring Avenue, Tarpon Springs, Florida. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting or hearing, he will need a verbatim record of the proceedings, and that, for such purpose, he 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 City of Tarpon Springs does not furnish verbatim transcripts. Interested parties should make necessary arrangements for the verbatim transcripts in advance.

IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR
CITY OF TARPON SPRINGS

March 20, 2009

10-SP0526

ORDINANCE 2021-17

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING SECTION 6-4.1 OF CHAPTER 6 OF THE CODE OF ORDINANCES TO UPDATE THE FEES FOR BUILDING PERMITS, SMALL SCOPE SINGLE TRADE PERMITS (NOT REQUIRING PLAN REVIEW) INCLUDING BUILDING, MECHANICAL, ELECTRICAL PLUMBING, AND FUEL/GAS, RE-ROOF PERMITS, SITE PERMITS, TREE REMOVAL PERMITS AND INSPECTION FEES, FLOODPLAIN PERMITS, EXPIRED PERMITS, AND REFUNDS, ADMINISTRATIVE FEES, TECHNOLOGY FEES, STATE FEES, FEES FOR OTHER SERVICES, AFTER THE FACT PERMIT FEES, REINSPECTION FEES AND PRIVATE PROVIDER FEES; PROVIDING FOR BUILDING PERMIT FEE EXEMPTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Building Official of the City of Tarpon Springs has recommended that the Code of Ordinances be revised to reflect an updated fee schedule as it relates to building permits, small scope single trade permits (not requiring plan review) including building, mechanical, electrical plumbing, and fuel/gas, re-roof permits, site permits, tree removal permits and inspection fees, floodplain permits, expired permits, and refunds, administrative fees, technology fees, state fees, fees for other services, after the fact permit fees, reinspection fees and private provider fees in connection therewith and to provide for permit fee exemptions; and

WHEREAS, the Board of Commissioners of the City of Tarpon Springs desires to make said changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF TARPON SPRINGS THAT:

SECTION 1. That Section 6-4.1 (Permit Fees) of Chapter 6 of the Code of Ordinances for the City of Tarpon Springs, is hereby amended to read as follows:

§ 6-4.1. - PERMIT FEES.

(a) Building Permit Fees shall be assessed as follows:

Value of Construction	Permit Fee
\$500 to \$5,000	Base Fee of \$75.00

\$5,001 to \$50,000	\$75.00 for the first \$5,000 plus \$6.00 for each additional thousand dollars or fraction thereof, to and including \$50,000
\$50,001 to \$500,000	\$400.00 plus \$5.00 for each additional thousand dollars or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,800.00 for the first \$500,000 plus \$4.00 for each additional thousand dollars or fraction thereof
Cost Greater Than \$1,000,000	\$3,600 plus \$5.00 per thousand dollars or fraction thereof \$1,000,000

International Code Council Valuation Method Construction valuation shall be estimated as set forth in the most current Building Valuation Data as published by the International Code Council, Inc. or an actual signed contract for the construction valuation may be used to determine the applicable fee, at the option of the applicant.	
FEE = Gross Area X Square Foot Construction Cost X Percent Modifier (0.75%)	
EXAMPLE: 2500 sf X \$123.68 X .0075 = \$2319.00	
Plan Review If plan review is required, an additional surcharge of 50% of the building permit fee shall also be required, except where otherwise indicated.	
Plan Revisions/Excessive Plan Review (three or more re-submittals) \$40.00 per review	

- (b) Small Scope Single Trade Permits (not requiring plan review) Including Building, Mechanical, Electrical, Plumbing, and Fuel/Gas shall be assessed fees as follows:

Residential	
One Inspection Trip Permit	\$75.00
Two Inspection Trip Permit	\$90.00
Commercial	
One Inspection Trip Permit	\$90.00
Two Inspection Trip Permit	\$110.00

- (c) Re-roof Permit Fees shall be assessed based on construction value.

(d) Site Permit Fees shall be assessed based on construction value.

(e) Tree Removal Permit & Inspection Fees shall be assessed as follows:

Existing Residential or Non-Residential	\$50.00
New Residential or Non-Residential	\$100.00
Reinspection Fee	\$40.00
Initial Inspection	No Charge

(f) Floodplain Permit Fees shall be assessed as follows:

Existing Residential or Non-Residential	\$50.00
New Residential or Non-Residential	\$100.00

(g) Expired Permit Fees shall be assessed as follows:

Expired Permit Fees are based on the percentage of completion of the project. Permits re-issued may be subject to re-review of plans based on code cycle change (Plan Review fee will be assessed based on fee schedule).

Foundation/slab completed and inspected.	80%
Walls/sheathing completed and inspected.	60%
Roof completed and inspected.	40%
Framing and rough-ins completed and inspected.	25%
Insulation completed and inspected.	20%
Final inspection only.	\$75.00

(h) Refunds of Fees paid shall be handled as follows:

Refunds of fees due to staff error shall be refunded 100%. Expired permits are not eligible for any refunds. All other refunds will be for permit fees only (excludes plan review and other fees).

(i) Administrative Fees shall be assessed as follows:

Change of Prime Contractor	New permit required
Change of Sub-Contractor	\$25.00
Temporary Certificate of Occupancy (TCO) -	\$100.00

(j) Technology Fees shall be assessed as follows:

Project value \$500 to \$5,000	\$1.00
Project value \$5,001 to \$50,000	\$2.00
Project value \$50,001 to \$500,000	\$3.00
Project value \$500,001 to \$1,000,000	.5% of permit fee
Project value cost greater than \$1,000,000	1% of permit fee

(k) Fees required by State law shall be assessed as follows:

Building Code Administrator's and Inspector's Fund - Pursuant to F.S.468.631, a surcharge shall be assessed at a rate of 1.5% of all permits associated with the enforcement of the Florida Building Code. The City shall collect such surcharge and shall remit 90% of the funds to the State of Florida for deposit into the Building Code Administrators and Inspector's Fund. The City shall retain 10% of the collected amount to fund participation in building code adoption process and to provide for education related to the enforcement of the Florida Building Code.	1.5% of permit, minimum \$2.00
Department of Business and Professional Regulation Surcharge - Pursuant to F.S. 553.721, a surcharge shall be assessed at a rate of 1% of all permits associated with the enforcement of the Florida Building Code. The City shall collect such surcharge and shall remit 90% of the funds to the State of Florida for deposit into the Professional Regulation Trust Fund. The City shall retain 10% of the collected amount to fund participation in building code adoption process and to provide for education	1% of permit, minimum \$2.00

related to the enforcement of the Florida Building Code.	
--	--

(l) Other Fees for Services provided shall be assessed as follows:

Services provided by the Building Development Department not specifically addressed in Section 6-4.1 shall be based on the number of hours of service provided. The proposed fee must be presented to the customer, for acceptance, prior to providing the service based on the rates shown below.

Administrative	\$30.00 per hour
Inspector/Plans Examiner	\$40.00 per hour
Building Official or ABO	\$50.00 per hour
Floodplain Coordinator	\$30.00 per hour
Arborist	\$40.00 per hour

(m) After the Fact Permit Fees and Extra/Re-Inspection Fees shall be assessed as follows:

Work requiring a permit, pursuant to the Land Development Code or the Florida Building Code, started prior to the issuance of the required permit shall be assessed a penalty of 100% (double) of the normal permit fees for all such permits required for the subject property and the proposed work unless otherwise approved by the building official as early start or emergency work as defined by the Florida Building Code.

A fee of forty dollars (\$40.00) may be charged per inspection for excessive inspections and/or re- inspections pursuant to Chapter 553.8.2(c) F.S. This fee may be waived by the Building Official if deemed excessive.

(n) Private Provider Fees shall be assessed as follows:

The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be forty percent (40%) of the permit fee of the proposed structure as calculated pursuant to this chapter. This does not include any fees paid to the outside entity.

SECTION 2. That Section 6-4.2 (Building Permit Exemptions) of Chapter 6 of the Code of Ordinances for the City of Tarpon Springs, is hereby created and shall read as follows:

§ 6-4.2 – BUILDING PERMIT EXEMPTIONS.

Building Permits are not required for the following:

- (a) Residential non-engineered detached accessory structure (storage shed, playhouses, firepit, sunshade and similar uses) not exceeding 100 sq. ft.
- (b) Residential roof repair less than 1 square annually.
- (c) Residential landscape retaining wall not exceeding 18" in height.
- (d) Residential nonstructural concrete pad/walkway not exceeding 100 sq. ft.
- (e) Residential paver patio/walkway not exceeding 100 sq. ft.
- (f) Residential flagpole not exceeding 25 feet in height.
- (g) Residential stucco repair not exceeding 100 sq. ft.
- (h) Residential prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep and do not exceed 1,000 gallons and are installed entirely above ground.
- (i) Residential painting, papering, tile, carpeting, cabinets, countertops and similar finish work.
- (j) Residential swings and other playground equipment accessory to R-3.
- (k) Temporary motion picture, television and theater stage sets and scenery.
- (l) Minor electrical repair work or maintenance, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
- (m) Electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

The above-referenced exemptions may, however, be subject to zoning and flood requirements.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. 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 shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

SECTION 5. The keeper of Code of Ordinances for the City of Tarpon Springs is directed to include this Ordinance in the Code of Ordinances and may renumber and reclassify the same as may be required for inclusion in the Code of Ordinances of the City of Tarpon Springs.

SECTION 6. This ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

PASSED and ADOPTED this 8th day of March, 2022.

CHRIS ALAHOUZOS, MAYOR

JACOB KARR, VICE MAYOR

TOWNSEND TARAPANI, COMMISSIONER

CONNOR DONOVAN, COMMISSIONER

COSTA S. VATIKIOTIS, COMMISSIONER

MOTION BY: COMMISSIONER TARAPANI

SECOND BY: COMMISSIONER DONOVAN

VOTE ON MOTION

COMMISSIONER VATIKIOTIS	<u>Yes</u>
COMMISSIONER DONOVAN	<u>Yes</u>
COMMISSIONER TARAPANI	<u>Yes</u>
VICE-MAYOR KARR	<u>Yes</u>
MAYOR ALAHOUZOS	<u>Absent</u>

ATTEST:

IRENE S. JACOBS, CM
CITY CLERK & COLLECTOR

FIRST READING: February 22, 2022

SECOND READING: March 8, 2022

APPROVED AS TO FORM:

THOMAS J. TRASK, B.C.S.
CITY ATTORNEY



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250030-C-AS, Liquid Carbon Dioxide, utilizing City of Oviedo Contract No. ITB 24-21 **(Darryl Vaci Water Division Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director)**

Recommendation

Award File No. 250030-C-AS, utilizing City of Oviedo Contract No. ITB 24-21, Plant Chemicals with Matheson Tri-Gas, Inc., effective from the date of award through October 7, 2025, in an estimated annual amount not to exceed \$150,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

Background

On September 16, 2024, the City of Oviedo awarded a competitively bid contract, No. 24-21 for plant chemicals, effective October 8, 2024 for a one (1) year period. The purpose of this contract is to furnish and deliver as needed supply of carbon dioxide as part of the water treatment process for re-mineralization and stabilization of ROWF's drinking water. Approval of this contract will allow the City to maintain compliance with federal and state regulations and permit requirements. Staff reviewed the contract pricing of \$0.245 per pound and deemed it fair and reasonable based on historical pricing and current market conditions for CO2 (see attached memo). This contract has four (4) annual renewal options available.

Funding

FY25 Budget; Account No. 402-4305-536.5200 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 11, 2024

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent

(TK)

From: Darryl Vaci, Water Division Manager

Subject: Authorize Utilization of City of Oviedo Contract #ITB-24-21, Plant Chemicals with Matheson Tri-Gas Inc., for Providing Carbon Dioxide to the RO Facility

Recommendation

Authorize utilization of City of Oviedo's Contract #ITB-24-21, Plant Chemicals with Matheson Tri-Gas Inc., to provide an ongoing and as needed supply of carbon dioxide, in an estimated annual amount of \$150,000, to the RO Facility.

Background

Carbon dioxide is used at the RO facility as part of the water treatment process and is specifically used for re-mineralization and stabilization of the RO Facility's drinking water. Carbon dioxide (CO₂) is needed in order to maintain compliance with federal and state regulations and meet permit requirements.

The City of Oviedo conducted a competitive bidding process for CO₂ and awarded a one-year contract to Matheson Gas in October 2024, with the option to renew the contract for four (4) additional one-year periods. The City of Tarpon Springs was paying \$0.215 per pound under the previous contract (File No. 200014-C-JL); the new rate will be \$0.245 per pound, representing a 14.0% increase. The market price for CO₂ continues to increase, with new contracts approaching \$0.30 per pound. Based on market conditions for this item, this new rate is deemed to be fair and reasonable. Authorization is requested for \$150,000 for purchase of CO₂ for this contract period, utilizing the City of Oviedo's contract price. The previous annual authorization was \$130,000. The requested amount is based on the new contract price and historical usage rates, and allows for annual variation in water production and delivery scheduling.

Funding

Funds have been budgeted in account 402-4305-536.5200 in the 2025 Fiscal Budget.

CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND DELIVERY OF CARBON DIOXIDE WITH MATHESON TRI-GAS, INC.

THIS AGREEMENT made and entered into the 1st day of October, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and MATHESON TRI-GAS, INC. whose principal and local address is 909 Lake Carolyn Parkway, Suite 1300, Irving, Texas 75039, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 24-21; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Carbon Dioxide, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Carbon Dioxide, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Plant Chemicals, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of one (1) year.

(b) After the initial term, this Agreement may be renewed for (4) four additional one (1) year periods, if mutually agreeable to both Parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**Mike Skrjanc, Vice President – Product Management
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10)

days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the

effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt

of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence

\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.

(4) Pollution Liability Insurance: The CONTRACTOR shall provide coverage in the amount of \$2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

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

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is

prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

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 (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Mike Skrjanc, Vice President – Product Management
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice

requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



MATHESON TRI-GAS, INC.

By: 

Mike Skrjanc, Vice President –
Product Mangement

Date: 10/7/24

ATTEST:

Madelyn Bui

Elianne Rivera, City Clerk

CITY OF OVIEDO

By:



Megan Sladek (Oct 8, 2024 12:41 EDT)

Megan Sladek, Mayor

Date: Oct 8, 2024

For the use and reliance of the City of
Oviedo only. Approved as to form
and legal sufficiency.

David Hall

David Hall (Oct 8, 2024 10:43 EDT)

David W. Hall
Assistant City Attorney

EXHIBIT A

SECTION 3: SPECIAL CONDITIONS

A. REPRESENTATION AND WARRANTIES OF THE CONTRACTOR

The Contractor(s) represents and warrants to the City:

1. They have been in the business of supplying and delivering Plant Chemicals for a minimum of three (3) years.
2. They can provide to the City references of three (3) commercial and/or governmental accounts.
3. They have a sufficient number of employees and delivery vehicles necessary to effectively and efficiently perform the work defined herein.
4. They have the financial resources and equipment to perform this contract.

B. MANNER OF PERFORMANCE

1. The Contractor(s) shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the City.
2. The Contractor(s) shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from any City employee or resident of the City of Oviedo.
3. The Contractor(s) will abide by all State and Federal Regulations on wages and hours of an employee.
4. The Contractor(s) shall be responsible for all its employees and their conduct and actions during the term of this contract with the City of Oviedo.
5. Contractor understands that time is of the essence in the performance of this Contract and will work diligently to deliver materials within the time stated on each specification or else the City will carry out the work utilizing supplemental resources or Contractors.
6. The Contractor(s) shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due.

C. SAFETY

1. The Contractor(s) shall provide adequate manpower and equipment and take other necessary means to ensure that materials are unloaded safely to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract.
2. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper unloading techniques and shall provide constant inspection and observation during the unloading process to prevent spills or other emergencies.
3. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper emergency measures and procedures to follow in the event of a spill.

D. EFFECTIVENESS AND DURATION

1. The City's Standard Goods and Services Agreement, a sample of which is attached as "Exhibit A" will be the contracting mechanism for the bid award. Each contractor shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a bid. There shall be no exceptions to the terms of the agreement and the agreement may not be amended.
2. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials. Required services and/or materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific materials and/or services.
4. The agreement will be for a period of one (1) year at a fixed price and shall include all charges that may be incurred in fulfilling the terms of this bid. The agreement will be automatically renewed on an annual basis for a maximum of four (4) additional one-year periods.

The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 4: SPECIFICATIONS

A. DESCRIPTION OF SERVICES

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid, form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Cooperative Contract, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. PRODUCT AND DELIVERY REQUIREMENTS

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

Carbon Dioxide (liquid CO₂)

Estimated Quantity: 1,800,000 lbs., more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO₂) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: full tanker, 38,000 lbs.

EXHIBIT B**REVISED BID FORM**

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by **July 11, 2024** and does hereby submit the following bid for completion of said services.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Product Description	Deliverable Quantity	Location	Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	\$
		4,000	Wastewater Plant	120,000	gal	
2	Sodium Hypochlorite	1,000	<u>Swimming Pool Use Only</u>	17,000	gal	\$
3	Sodium Hydroxide	3,500	Water Plant	54,500	gal	\$
4	Ammonia Hydroxide	1,200	Water Plant	25,000	gal	\$
5	Carbon Dioxide	38,000	Water Plant	1,800,000	lbs.	\$ 0.245
6	Sulfuric Acid	700	Water Plant	8,400	gal	\$
7	Fluoride	700	Water Plant	8,400	gal	\$

Company Name: Matheson Tri-Gas, Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Mike Skrijanc



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 20, 2024** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0T100&Standard=060&>

NSF/ANSI/CAN 60

Drinking Water Treatment Chemicals - Health Effects

Matheson Tri-Gas, Inc.

909 Lake Carolyn Parkway

Suite 1300

Irving, TX 75039

United States

800-284-0481

972-870-7029

Visit this company's website (<http://www.mathesonogas.com>).

Facility : Mesa, AZ

<https://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0T100&Standard=060&>

Facility : Fort Meade, FL

Carbon Dioxide

Trade Designation
Carbon Dioxide

Product Function
pH Adjustment

Max Use
100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Jupiter, FL

Oxygen[1]

Trade Designation
Liquid Oxygen

Product Function
Ozone Reduction
Oxidant

Max Use
NA

Oxygen

Ozone Reduction
Oxidant

NA

Oxygen Medical Grade

Oxidant

NA

Ozone Reduction

[1] This product is Certified for use in ozone generators.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

Section 1 - PRODUCT AND COMPANY IDENTIFICATION

Material Name

CARBON DIOXIDE, LIQUID

Synonyms

CARBONIC ACID; CARBON DIOXIDE LIQUID; CARBON DIOXIDE, REFRIGERATED LIQUID;
CARBONIC ANHYDRIDE, REFRIGERATED LIQUID; UN 2187; CO₂

Chemical Family

inorganic liquid

Product Description

Classification determined in accordance with Compressed Gas Association standards.

Product Use

industrial.

Restrictions on Use

None known.

Details of the supplier of the safety data sheet

MATHESON TRI-GAS, INC.

909 Lake Carolyn Parkway

Suite 1300

Irving, TX 75039

General Information: 1-800-416-2505

Emergency #: 1-800-424-9300 (CHEMTREC)

Outside the US: 703-527-3887 (Call collect)

Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with paragraph (d) of 29 CFR 1910.1200.

Gases Under Pressure - Refrigerated liquefied gas

Simple Asphyxiant

GHS Label Elements

Symbol(s)



Signal Word

Warning

Hazard Statement(s)

Contains refrigerated gas; may cause cryogenic burns or injury.

May displace oxygen and cause rapid suffocation.

Precautionary Statement(s)

Prevention

Wear cold insulating gloves/face shield/eye protection.

Response

Thaw frosted parts with lukewarm water. Do not rub affected area.

Get immediate medical advice/attention.

Storage



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

Store in a well-ventilated place.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Other Hazards

May cause frostbite upon sudden release of liquefied gas.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
124-38-9	Carbon dioxide	100

Section 4 - FIRST AID MEASURES

Inhalation

If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. Get immediate medical attention.

Skin

If frostbite or freezing occur, immediately flush with plenty of lukewarm water (105-115°F; 41-46°C). DO NOT USE HOT WATER. If warm water is not available, gently wrap affected parts in blankets. Get immediate medical attention.

Eyes

Immediately flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

Ingestion

If swallowed, get medical attention.

Most Important Symptoms/Effects

Acute

May cause cryogenic burns, frostbite

Delayed

no information on significant adverse effects.

Note to Physicians

For inhalation, consider oxygen.

Section 5 - FIRE FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media

Use extinguishing agents appropriate for surrounding fire.

Unsuitable Extinguishing Media

Do not direct water at source of leak or safety devices; icing may occur.

Special Hazards Arising from the Chemical

Negligible fire hazard. Containers may rupture or explode if exposed to heat.

Hazardous Combustion Products

Oxides of carbon, Oxygen

Fire Fighting Measures

Move container from fire area if it can be done without risk. Damaged cylinders should be handled only by specialists. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. Stay away from the ends of tanks. For tank, rail car or tank truck, evacuation radius: 800 meters (1/2 mile). Use extinguishing agents appropriate for surrounding fire. Cool containers with water spray until well after the fire is out. Do not get water directly on material. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID
SDS ID: 00225010
Special Protective Equipment and Precautions for Firefighters

Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

Section 6 - ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8.

Methods and Materials for Containment and Cleaning Up

Do not touch or walk through spilled material. Stop leak if possible without personal risk. If possible, turn leaking containers so that gas escapes rather than liquid. Use water spray to reduce vapors or divert vapor cloud drift. Keep unnecessary people away, isolate hazard area and deny entry. Ventilate closed spaces before entering. Prevent entry into sewers, drains, ditches, underground or confined spaces and waterways. Damaged cylinders should be handled only by specialists.

Environmental Precautions

Avoid release to the environment.

Section 7 - HANDLING AND STORAGE

Precautions for Safe Handling

Wear cold insulating gloves/face shield/eye protection. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.

Conditions for Safe Storage, Including any Incompatibilities

Store in a well-ventilated place.

Store in a well-ventilated area. Keep container tightly closed. Keep locked up. Store and handle in accordance with all current regulations and standards. Keep container tightly closed. Keep locked up. Protect from physical damage. Store in a well-ventilated area. Subject to storage regulations: U.S. OSHA 29 CFR 1910.101. Keep separated from incompatible substances.

Incompatible Materials

combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Component Exposure Limits

Carbon dioxide	124-38-9
ACGIH:	5000 ppm TWA
	30000 ppm STEL
NIOSH:	5000 ppm TWA ; 9000 mg/m3 TWA
	30000 ppm STEL ; 54000 mg/m3 STEL
	40000 ppm IDLH
Europe:	5000 ppm TWA ; 9000 mg/m3 TWA
OSHA (US):	5000 ppm TWA ; 9000 mg/m3 TWA
Mexico:	5000 ppm TWA [VLE-PPT]

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID
SDS ID: 00225010

	30000 ppm STEL [PPT-CT]
--	--------------------------

ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

Engineering Controls

Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

Individual Protection Measures, such as Personal Protective Equipment
Eye/face protection

Wear splash resistant safety goggles with a faceshield. Contact lenses should not be worn. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Skin Protection

For the gas: Protective clothing is not required. For the liquid: Wear appropriate protective, cold insulating clothing.

Respiratory Protection

The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA. 40,000 ppm. Any supplied-air respirator. Any self-contained breathing apparatus with a full facepiece. Emergency or planned entry into unknown concentrations or IDLH conditions -. Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode. Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode. Escape -. Any appropriate escape-type, self-contained breathing apparatus.

Glove Recommendations

Wear appropriate protective, cold insulating clothing.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	colorless gas	Physical State	gas
Odor	odorless	Color	colorless
Odor Threshold	Not available	pH	Not available
Melting Point	-70 - -56.56 °C (-94 - -70 °F)	Boiling Point	-78.5 - -61.7 °C (-109 - -79 °F)
Boiling Point Range	Not available	Freezing point	Not available
Evaporation Rate	Not available	Flammability (solid, gas)	Not available
Autoignition Temperature	Not available	Flash Point	(None)
Lower Explosive Limit	Not available	Decomposition temperature	Not available
Upper Explosive Limit	Not available	Vapor Pressure	569 mmHg @ -82 °C
Vapor Density (air=1)	1.5	Specific Gravity (water=1)	1.101 at -37 °C
Water Solubility	(Soluble)	Partition coefficient: n-octanol/water	Not available

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID
SDS ID: 00225010

Viscosity	7.01E-05 Pa.s	Kinematic viscosity	Not available
Solubility (Other)	Not available	Density	Not available
Physical Form	compressed, liquefied gas	Sublimation	-78.5 °C (-109 °F)
Taste	acid taste	Volatility by Volume	100 %
Molecular Formula	C-02	Molecular Weight	44.01
triple point	-56.6 °C		

Solvent Solubility
Soluble

Hydrocarbons, organic solvents, acetone, alcohol

Section 10 - STABILITY AND REACTIVITY

Reactivity

Containers may rupture or explode if exposed to heat.

Chemical Stability

Stable at normal temperatures and pressure.

Possibility of Hazardous Reactions

Will not polymerize.

Conditions to Avoid

Protect from physical damage and heat. Containers may rupture or explode if exposed to heat. Avoid contact with water or moisture.

Incompatible Materials

combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Hazardous decomposition products

Oxides of carbon, Oxygen

Section 11 - TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure
Inhalation

ringing in the ears, nausea, irregular heartbeat, headache, drowsiness, dizziness, tingling sensation, visual disturbances, suffocation, convulsions, coma

Skin Contact

blisters, frostbite

Eye Contact

frostbite, blurred vision

Ingestion

frostbite

Acute and Chronic Toxicity
Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and no selected endpoints have been identified.

Product Toxicity Data
Acute Toxicity Estimate



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

No data available.

Immediate Effects

May cause cryogenic burns, frostbite

Delayed Effects

no information on significant adverse effects.

Irritation/Corrosivity Data

May cause cryogenic burns.

Respiratory Sensitization

No data available.

Dermal Sensitization

No data available.

Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA.

Germ Cell Mutagenicity

No data available.

Tumorigenic Data

No data available

Reproductive Toxicity

No data available.

Specific Target Organ Toxicity - Single Exposure

No target organs identified.

Specific Target Organ Toxicity - Repeated Exposure

No target organs identified.

Aspiration hazard

Not applicable.

Medical Conditions Aggravated by Exposure

heart or cardiovascular disorders, respiratory disorders

Section 12 - ECOLOGICAL INFORMATION

Component Analysis - Aquatic Toxicity

No LOLI ecotoxicity data are available for this product's components.

Persistence and Degradability

No data available.

Bioaccumulative Potential

No data available.

Mobility

No data available.

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Methods

Dispose in accordance with all applicable regulations.

Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

Section 14 - TRANSPORT INFORMATION

US DOT Information:

Shipping Name: CARBON DIOXIDE, REFRIGERATED LIQUID

Hazard Class: 2.2

UN/NA #: UN2187

Required Label(s): 2.2

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

IMDG Information:
Shipping Name: CARBON DIOXIDE, REFRIGERATED LIQUID

Hazard Class: 2.2

UN#: UN2187

Required Label(s): 2.2

International Bulk Chemical Code

This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

Section 15 - REGULATORY INFORMATION

U.S. Federal Regulations

None of this product's components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories

Gas Under Pressure; Simple Asphyxiant

U.S. State Regulations

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Carbon dioxide	124-38-9	Yes	Yes	Yes	Yes	Yes

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)

Not listed under California Proposition 65.

Component Analysis - Inventory
Carbon dioxide (124-38-9)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW, CN	VN (Draft)
No	Yes	Yes	Yes	Yes	Yes	Yes

Section 16 - OTHER INFORMATION

NFPA Ratings

Health: 3 Fire: 0 Instability: 0 Other: SA

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Summary of Changes

Updated: 02/03/2017

Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive;

**MATHESON**

The Gas Professionals

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID**SDS ID: 00225010**

DSL - Domestic Substances List; EC – European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL) , KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; KR REACH CCA - Korea Registration and Evaluation of Chemical Substances Chemical Control Act; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX – Mexico; Ne- Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL – Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL- Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA – Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TH-TECI - Thailand - FDA Existing Chemicals Inventory (TECI); TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW – Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

Other Information**Disclaimer:**

Matheson Tri-Gas, Inc. makes no express or implied warranties, guarantees or representations regarding the product or the information herein, including but not limited to any implied warranty or merchantability or fitness for use. Matheson Tri-Gas, Inc. shall not be liable for any personal injury, property or other damages of any nature, whether compensatory, consequential, exemplary, or otherwise, resulting from any publication, use or reliance upon the information herein.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/04/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Matheson Tri-Gas, Inc. 3 Mountainview Road, 3rd Floor Warren, NJ 07059	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Tokio Marine Specialty Insurance Company</td><td>23850</td></tr><tr><td>INSURER B:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER C:</td><td>AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER D:</td><td>Allied World Assurance Company US Inc</td><td>19489</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Tokio Marine Specialty Insurance Company	23850	INSURER B:	National Union Fire Insurance Company of P	19445	INSURER C:	AIU Insurance Company	19399	INSURER D:	Allied World Assurance Company US Inc	19489	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Tokio Marine Specialty Insurance Company	23850																				
INSURER B:	National Union Fire Insurance Company of P	19445																				
INSURER C:	AIU Insurance Company	19399																				
INSURER D:	Allied World Assurance Company US Inc	19489																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W35537450

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y	GLS 4300661-01	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			7620253	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	14111834	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			0310-4351	10/01/2022	10/01/2025	Per Incident \$10,000,000 Aggregate \$10,000,000

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

RE: #24-21: Plant Chemicals - Specific to Product: Carbon Dioxide.

City of Oviedo, Florida is included as Additional Insured with respects to the General Liability policy and Auto Liability policy.

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by

CERTIFICATE HOLDER**CANCELLATION**

City of Oviedo, Florida 400 Alexandria Boulevard Oviedo, FL 32765	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 
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26547644

BATCH: 3647976

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Matheson Tri-Gas, Inc. 3 Mountainview Road, 3rd Floor Warren, NJ 07059	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured.

Res4498-24 Ex1 Matheson Tri-Gas Inc. Goods and Services Agreement

Final Audit Report

2024-10-08

Created:	2024-10-08
By:	Jacqueta Scott (jscott@cityofviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkxpnW8CJSWWgH2aX45zTT4051Uf6MrOd

"Res4498-24 Ex1 Matheson Tri-Gas Inc. Goods and Services Agreement" History

-  Document created by Jacqueta Scott (jscott@cityofviedo.net)
2024-10-08 - 12:31:44 PM GMT- IP address: 68.208.87.162
-  Document emailed to David Hall (dwhall@stenstrom.com) for signature
2024-10-08 - 12:33:06 PM GMT
-  Email viewed by David Hall (dwhall@stenstrom.com)
2024-10-08 - 12:55:46 PM GMT- IP address: 146.75.222.1
-  Document e-signed by David Hall (dwhall@stenstrom.com)
Signature Date: 2024-10-08 - 2:43:07 PM GMT - Time Source: server- IP address: 209.170.236.218
-  Document emailed to msladek@cityofviedo.net for signature
2024-10-08 - 2:43:09 PM GMT
-  Email viewed by msladek@cityofviedo.net
2024-10-08 - 4:40:39 PM GMT- IP address: 174.228.169.163
-  Signer msladek@cityofviedo.net entered name at signing as Megan Sladek
2024-10-08 - 4:41:11 PM GMT- IP address: 174.228.169.163
-  Document e-signed by Megan Sladek (msladek@cityofviedo.net)
Signature Date: 2024-10-08 - 4:41:13 PM GMT - Time Source: server- IP address: 174.228.169.163
-  Document emailed to Elianne Rivera (erivera@cityofviedo.net) for signature
2024-10-08 - 4:41:16 PM GMT

 Jacqueta Scott (jscott@cityofviedo.net) added alternate signer Madelyn Bui (mbui@cityofviedo.net). The original signer Elianne Rivera (erivera@cityofviedo.net) can still sign.

2024-10-08 - 8:24:27 PM GMT- IP address: 68.208.87.162

 Document emailed to Madelyn Bui (mbui@cityofviedo.net) for signature

2024-10-08 - 8:24:27 PM GMT

 Email viewed by Madelyn Bui (mbui@cityofviedo.net)

2024-10-08 - 8:25:40 PM GMT- IP address: 68.208.87.162

 Document e-signed by Madelyn Bui (mbui@cityofviedo.net)

Signature Date: 2024-10-08 - 8:26:17 PM GMT - Time Source: server- IP address: 68.208.87.162

 Agreement completed.

2024-10-08 - 8:26:17 PM GMT



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 230058-C-AS, Sodium Bisulfite 40% Aqueous Solution, Utilizing Lee County Contract No. B220256CMR (**Robert Marcincuk Wastewater Div Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director**)

Recommendation

Increase File No. 230058-C-AS, Sodium Bisulfite 40% Aqueous Solution, utilizing Lee County Contract No. B220256CMR with Thatcher Chemical of Florida, Inc., and Odyssey Manufacturing Co., by \$15,000, from \$24,800 to an estimated amount not to exceed \$39,800, for the Public Services Department – Wastewater Treatment Facility (WWTF).

Background

On September 20, 2022, Lee County awarded Contract No. B220256CMR to Thatcher Chemical of Florida, Inc., and Odyssey Manufacturing Co., for an initial three (3) year term, plus three (3) annual renewal options. On November 22, 2022, the City administratively approved Contract File No. 230058-C-AS, effective through September 19, 2025. On September 26, 2023, the City administratively approved an annual \$800 increase to absorb an annual price adjustment and additional delivery. The purpose of this contract is to provide as needed supply of Sodium Bisulfite 40% aqueous solution, which is used by WWTF to maintain federal and state requirements in the treatment of wastewater prior to discharge to surface water (see attached memo). The requested increase is needed to cover the annual price adjustment and additional delivery required due to above average rainfall incurred this year.

Funding

FY25 Budget; Account No. 402-4603-536.5200 – WWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 18, 2024
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director (TK)
Raymond Page, Utilities Superintendent
From: Robert Marcincuk, Wastewater Division Manager
Subject: Authorize \$15,000 increase of Thatcher Chemical blanket purchase order #240264 for purchase of Sodium Bisulfite through Lee County Contract ITB No. B220256CMR

Recommendation

Authorize \$15,000 increase of Contract File No. 230058-C-AS, (blanket purchase order #240264) for 40% Sodium Bisulfite solution, utilizing Lee County Contract ITB No. B220256CMR with Thatcher Chemical of Florida, Inc. The new annual amount authorization will be \$39,800.00.

Background

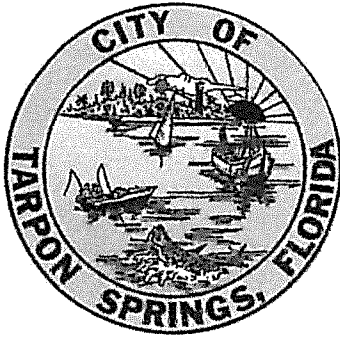
Thatcher Chemical is the current provider of Sodium Bisulfite for the advanced wastewater treatment facility. This chemical is used to meet State and Federal regulations as outlined in the Facility's operating permit for treatment of finished wastewater effluent. Its purpose is to remove chlorine after the disinfection process to protect water quality in the natural environment. Inability to obtain this item will have an adverse effect on the operations of the wastewater facility, resulting in lack of compliance with Federal and State requirements.

The Wastewater Treatment Facility is requesting an \$15,000 increase in spending authorization to the \$24,800 annual contract. Historic spending has averaged near \$24,000 per year, but usage of this chemical varies annually, and is heavily tied to wet weather events. The wastewater plant exclusively uses this chemical when reclaimed water demands are low, and excess reclaimed water is diverted to the permitted surface water discharge point. The recent record rainfall events have resulted in very low reclaimed water demands and very high wastewater flows, resulting in increased chemical usage. The requested authorization is based on year to date invoicing, projected chemical use and the updated unit pricing.

Funding

Funds are budgeted in account 402-4603-536.5200 in the 2025 Fiscal Budget.

TK
10-22-24



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, CPPB, Procurement Services Director
FROM: Anela Saday, CPPB, Senior Procurement Analyst
DATE: 11/22/2022
SUBJECT: Administrative Approval to Award File No. 230058-C-AS, Sodium Bisulfite 40% Aqueous Solution, Utilizing Lee County Contract No. B220256CMR

RECOMMENDATION:

Award File No. 230058-C-AS, Sodium Bisulfite 40% Aqueous Solution utilizing Lee County Contract No. B220256CMR with Thatcher Chemical of Florida, Inc., and Odyssey Manufacturing Co., in an estimated annual amount not to exceed \$24,000.00 for a period through September 19, 2025, for the Public Services Department - Wastewater Treatment Facility (WWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

On September 20, 2022, Lee County awarded Contract No. B220256CMR to Thatcher Chemical of Florida, Inc., and Odyssey Manufacturing, Co., for as needed purchases of Sodium Bisulfite 40% aqueous solution. This Contract is effective for an initial three (3) year term with the option of three (3) annual renewals. The purpose of this contract is to provide Sodium Bisulfite 40% aqueous solution, which is used by the WWTF to maintain federal and state requirements in the treatment of wastewater prior to discharge to surface water (see attached memo).

Approved: _____

Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 11-22-2022



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: November 16, 2022

To: Janina Lewis, Procurement Services Director

Through: Paul Smith, Public Services Director
Thomas Kiger, Public Services Assistant Director  T Kiger for PS Dept
Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Facility Chief Operator

Subject: Authorize purchase of 40% Sodium Bisulfite through new Lee County Contract ITB No. 220256CMR

Recommendation

Authorize purchase of 40% Sodium Bisulfite solution, utilizing Lee County Contract ITB No. 220256CMR with Thatcher Chemical of Florida, Inc., and Odyssey Manufacturing Co., for the Wastewater Treatment Facility, an estimated annual amount not to exceed \$24,000.00 for a three (3) year term.

Background

Thatcher Chemical is the current provider of Sodium Bisulfite for the advanced wastewater treatment facility. This chemical is used to meet State and Federal regulations as outlined in the Facility's operating permit for treatment of finished wastewater effluent prior to discharge to surface water (Anclote River). Its purpose is to remove chlorine to prevent negative impacts on the environment during discharges to surface water. Inability to obtain this item will have an adverse effect on the operations of the wastewater facility, resulting in lack of compliance with Federal and State requirements.

The Wastewater Treatment Facility is requesting the same spending authorization as the previous BPO #220186 that expired November 12, 2022. Historic spending has averaged between \$18,000 and \$19,000 per year, spend out over three deliveries throughout the year. The \$24,000 authorization will allow for potential increased chemical usage in the event of extended wet weather necessitating additional surface water outfalls, as well as provide flexibility to accept an additional chemical delivery within the year based on operational needs.

Funding

Funds are budgeted in account 402-4603-536.5200 in the 2023 Fiscal Budget.

AGREEMENT FOR SODIUM BISULFITE 40% AQUEOUS SOLUTION - ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Thatcher Chemical of Florida, Inc., a Florida corporation, whose address is 1905 Fortune Road, Salt Lake City, UT 84127, and whose federal tax identification number is 26-1375349, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase of Sodium Bisulfite 40% Aqueous Solution from the Vendor in connection with "Sodium Bisulfite 40% Aqueous Solution - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220256CMR on June 14th, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on July 27, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 9 of the Scope of Work and Specifications section of B220256CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all the terms and conditions of the Solicitation No. B220256CMR, as modified by its addendum, a copy of which is on file with the County's Department of Procurement Management and its deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for on as need basis for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the

Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be November 13th, 2022.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Craig Thatcher	Names:	Roger Desjarlais Mary Tucker
Title:	CEO	Titles:	County Manager Procurement Management Director
Address:	245 Hazen Road Deland, FL 32720	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	(386) 490-1638	Telephone:	(239) 533-2221 (239) 533-8881
Facsimile:	(386) 490-1641	Facsimile:	(239) 485-2262 (239) 485-8383
Email:	<u>Mike.jackson@tchem.com</u>	Email:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

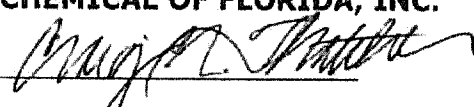
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

THATCHER CHEMICAL OF FLORIDA, INC.

Signed By: 

Signed By: 

Print Name: Diane T. Barlow

Print Name: Craig W. Thatcher

Title: C.E.O.

Date: August 4, 2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Kevin C. Karnes, Clerk

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240071-N-AS, Public Safety Health Screenings (**Scott Young Fire Chief, Janina Lewis Procurement Director**)

Recommendation

Increase Bid No. 240071-N-AS, Single Source Purchase of Public Safety Health Screenings with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), by \$5,000, from \$60,000 to \$65,000, effective through February 27, 2025, for the Police and Fire Departments.

Background

On February 20, 2024, the BOC awarded the subject contract for a one (1) year period. The purpose of this contract is to provide onsite comprehensive medical exams for the City's police officers and firefighters to ensure they are in good physical condition to perform the physical demands of their jobs. These health screenings are required annually for all sworn officers and firefighters, as well as new hire employees. Due to an increase in pre-employment evaluations for several new hires, the Fire Department needs additional funding to cover as needed services through the remaining contract term. The requested amount includes a contingency for up to three (3) additional new hire exams if needed (see attached memo). The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057 Sec. (e) 5.

Funding

FY25 Budget; Account No. 001-1102-522.31-00 – Fire Department

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director

From: Scott Young, Fire Chief 

Re: Request to increase Contract File No. 240071-N-AS, Public Safety Health Screening (PO# 240393)

Date: October 14, 2024

The Fire Department is requesting an increase to Contract File No. 240071-N-AS, (PO# 240393) with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), in the amount of \$5,000.00 from \$25,000.00 to \$30,000.00, effective through February 27, 2025.

Life Scan provides the Fire and Police Departments with yearly onsite comprehensive medical exams, as well as performing necessary physicals for new hire employees.

Due to an increase in pre-employment evaluations for several new hires, the Fire Department's contract utilization increased necessitating additional funds to cover as needed services through the remaining contract term. The requested amount includes estimated medical services and a contingency for up to three (3) additional new hire exams, if needed.

Funding for this increase is budgeted in account no. 001-1102-522.31-00 – Fire Dept. Professional Services, FY25


10-22-24



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
THRU: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 02/20/2024
SUBJECT: Award File No. 240071-N-AS, Single Source Purchase of Public Safety Health Screenings

RECOMMENDATION:

Award File No. 240071-N-AS, Single Source Purchase of Public Safety Health Screenings, to Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), effective February 28, 2024 through February 27, 2025 in an estimated amount not to exceed \$60,000, for the Police (PD) and Fire Departments (FD).

BACKGROUND:

The City has 57 sworn police officers that undergo annual physicals to ensure they are in good physical condition and able to perform the physical demands of their job. The City has 44 firefighters that are required by the National Fire Protection Association to undergo annual medical exams. The services offered by Life Scan provides the required medical exams and early detection testing for various major diseases. All exams are completed at the Public Safety Complex while the firefighter or police officer is on-duty. The requested award amount includes a 4-6% contingency to cover medical exams for new hires and additional necessary testing (see attached memos). The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

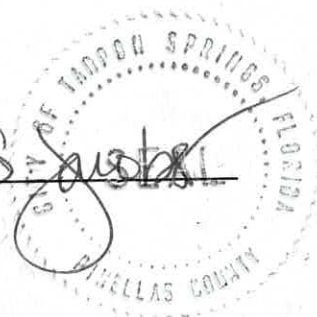
FUNDING: 001-1002-521-3100 FY24 Police Department - \$35,000
001-1102-522-3100 FY24 Fire Department - \$25,000

Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Frank Ruggiero, Assistant Chief of Police 

Date: February 2, 2024

Ref: Life Scan Wellness Centers contract renewal

The Police Department (PD) is requesting authorization to award a contract to Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, utilizing The City of Clearwater Contract RFP No. 53-23, for a one-year term, in an estimated amount not to exceed \$35,000.00.

Life Scan Wellness Centers perform on-site comprehensive Medical Exams for all fifty-seven (57) sworn Law Enforcement Officers within FY24. The requested amount reflects historical department spend for these services and adjusted to account for the current contract rates and expected new hires.

Funding for this will come out of account:
Professional Services FY24 001-1002-521.31-00



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Director
From: Deputy Chief Craig Misener
Date: February 13, 2024
Reference: Life Scan

Purchasing,

The Tarpon Springs Fire Rescue is planning on utilizing the services of Life Scan Wellness Centers to perform onsite comprehensive Medical Exams of all Forty (44) Firefighters this Fiscal year. This would be at a cost of \$515.00 per person for the Life Scan base price, times the 44 Firefighters bringing the total cost of approximately \$22,660.00.

Therefore the Fire Department would ask for an expenditure of up to \$25,000.00 to cover the Life Scan Wellness Centers comprehensive Medical Exams and any additional expenses related to these exams.

Attached is an outline of services that are provided.

Funding for LifeScan Physicals: Account 001-1102-522.31-00

Respectfully,


Deputy Chief Craig Misener



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services, Utilizing City of Clearwater Contract No. 901840; ITB 15-23 (**Darryl Vaci Water Division Mgr., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director**)

Recommendation

Award File No. 250021-C-AS, Well Maintenance, Evaluation, and Testing Services, utilizing City of Clearwater Contract No. 901840 ITB 15-23 with Applied Drilling Engineering, Inc., effective from the date of award through May 18, 2025, in an estimated amount not to exceed \$50,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

Background

Florida Department of Environmental Protections requires mechanical integrity testing be performed every five (5) years on the deep injection well used to discharge concentrate from the ROWF. This test is required for the City in February 2025. Mechanical integrity testing is a multiday process that requires specialized test equipment which Applied Drilling Engineering, Inc., is uniquely qualified to provide. Staff deemed the contract pricing through City of Clearwater's competitive bidding process to be fair and reasonable based on historical payments for this service and current inflation (see attached memo). The City of Clearwater contract has one (1) annual renewal option remaining.

Funding

FY25 Budget; Account No. 402-4305-536.3100 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 14, 2024

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent

(TK)

From: Darryl Vaci, Water Division Manager

Subject: Authorize Utilization of City of Clearwater Contract #901840 ITB 15-23 with Applied Drilling Engineering, Inc., for Well Maintenance Services

Recommendation

Authorize utilization of City of Clearwater's Contract # 901840 ITB 15-23 with Applied Drilling Engineering, Inc. to provide well maintenance services, specifically for the Florida Department of Environmental Protection (FDEP) required Mechanical Integrity Testing, in an estimated amount not to exceed \$50,000 for the RO Water Facility (ROWF).

Background

FDEP requires that mechanical integrity testing be performed every 5 years on the deep injection well used to discharge concentrate from the City's ROWF. This test is required for the City in February 2025.

The City of Clearwater conducted a competitive bidding process for well maintenance services, which includes a fixed price for mechanical integrity testing, and awarded a one-year contract to Applied Drilling Engineering in May 2023, with four (4) annual renewal options. The City of Clearwater renewed its contract through May 18, 2025. Mechanical integrity testing is a multi-day process which requires specialized test equipment which Applied Drilling Engineering is uniquely qualified to provide. Based on past payments for this service and recent inflationary pressures, the contract price for this service is deemed to be fair and reasonable.

Funding

Funds have been budgeted in account 402-4305-536.3100 in the 2025 Fiscal Budget.



City of Clearwater

Public Utilities Department, Post Office Box 4748, Clearwater, Florida 33758-4748
1650 North Arcturas Avenue, Building C, Clearwater, Florida 33765-1945
Telephone (727) 562-4960, Fax (727) 562-4961

Applied Drilling Engineering, Inc.
10012 N Dale Mabry Hwy Suite 217
Tampa, FL 33618

Subject: Renewal 2nd Year Contract #901840 ITB 15-23
Well Maintenance, Evaluation, MIT Services 05/19/24 – 05/18/25

The above referenced annual contract will expire on 05/18/2024, unless renewed for an additional one (1) year term. The City of Clearwater is requesting that you choose one of the following options and return this letter by email to the Public Utilities Department at PUAccounting@MyClearwater.com no later than 10 calendar days prior to contract expiration date.

NOTE: As a condition of this renewal, the vendor agrees to provide the City of Clearwater with an updated insurance certificate upon expiration of the original certificate related to this contract. (Current COI on file expired on 01/01/2024 please send updated)

☒ **YES:** We offer to renew this contract under the original terms, conditions and specifications for an additional one (1) year period.

☐ **YES:** We offer to renew this contract and are requesting a price review and adjustment related to the price index noted in the contracts original terms and conditions. Documentation supporting this request is attached.

☐ **NO:** We do not wish to renew this contract for the following reasons:

Vendor:

Paul Petrey

Signature

President/Secretary

Title

05/01/2024

Date

City of Clearwater:

Signature

Title

Date

Ryan Cotton, Councilmember
Mike Mannino, Councilmember

Bruce Rector, Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

INVITATION TO BID 15-23: WELL MAINTENANCE, EVALUATION AND MECHANICAL INTEGRITY TESTING SERVICES
EXHIBIT A - BID PRICING

Item #	Description	Qty	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount
Well Maintenance Services							
Pump Repair/Replacement Services							
YEAR ONE						YEAR TWO	
1	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
2	Remove & Reinstall Well Head & Pumping Equipment	15	EACH	\$ 5,000.00	\$ 75,000.00	\$ 5,000.00	\$ 75,000.00
3	Perform Pump Repair	150	HOURL	\$ 250.00	\$ 37,500.00	\$ 250.00	\$ 37,500.00
4	Well Disinfection	15	EACH	\$ 2,700.00	\$ 40,500.00	\$ 2,700.00	\$ 40,500.00
Subtotal For Items 1-4:					\$ 190,500.00		\$ 190,500.00
Well Acidization Services							
5	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
6	Perform Pre-acidizing Specific Capacity Test	15	EACH	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00
7	Remove and Re-install Production Pump	15	EACH	\$ 5,000.00	\$ 75,000.00	\$ 5,000.00	\$ 75,000.00
8	Provide & Install Acidization Well Head Flange Plate	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
9	Provide 32 Percent Inhibited Hydrochloric Acid	4000	GALS	\$ 7.38	\$ 29,520.00	\$ 7.38	\$ 29,520.00
10	Acidize Well	150	HOURL	\$ 250.00	\$ 37,500.00	\$ 250.00	\$ 37,500.00
11	Provide and Set Test Pump and Pump Well	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
12	Well Disinfection	15	EACH	\$ 2,700.00	\$ 40,500.00	\$ 2,700.00	\$ 40,500.00
Subtotal For Items 5-12:					\$ 340,020.00		\$ 340,020.00
Well Evaluation Services							
13	Mobilization/Demobilization	15	EACH	\$ 2,500.00	\$ 37,500.00	\$ 2,500.00	\$ 37,500.00
14a	Perform Specific Capacity Test with Production Pump	15	EACH	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00
14b	Set Test Pump & Perform Specific Capacity Test	15	EACH	\$ 6,500.00	\$ 97,500.00	\$ 6,500.00	\$ 97,500.00
15	Provide & Install Test Pump for Geophysical Logging	15	EACH	\$ 3,500.00	\$ 52,500.00	\$ 3,500.00	\$ 52,500.00
16	Perform Geophysical Logging	15	EACH	\$ 7,750.00	\$ 116,250.00	\$ 7,750.00	\$ 116,250.00
17	Perform Video Survey	15	EACH	\$ 3,200.00	\$ 48,000.00	\$ 3,200.00	\$ 48,000.00
Subtotal For Items 13-17:					\$ 366,750.00		\$ 366,750.00
Mechanical Integrity Testing							
18	Perform Mechanical Integrity Testing	1	LUMP SUM	\$ 44,167.00	\$ 44,167.00	\$ 44,167.00	\$ 44,167.00
GRAND TOTAL (Items 1-18):					\$ 941,437.00		\$ 941,437.00
Additional / Miscellaneous Services							
19	Hourly Rate for Miscellaneous Services	1	HOURL	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240122-N-AS, Single Source Purchase of CUES CCTV Truck Upgrades and Repairs (**Heather Freundel Water Conveyance Supv., Tom Kiger Public Services Dir., Ray Page Utilities Supt., Janina Lewis Procurement Director**)

Recommendation

Increase File No. 240122-N-AS, Single Source Purchase of CUES CCTV Truck Upgrades and Repairs, with Cues, Inc. (Delaware) from \$20,000 to \$35,000, an increase of \$15,000, through June 21, 2025, for the Public Services Department – Wastewater Collections Division.

Background

On May 23, 2024, the subject Contract was administratively approved, effective June 22, 2024 through June 21, 2025. The CCTV truck is used to inspect various sanitary sewer lines for identifying needed repairs to the collection system and identifies storm water and/or groundwater inflow and infiltration into the sewer system. Eliminating storm water and/or groundwater in the sanitary sewer system helps reduce treatment costs at the City's Wastewater Treatment Plant. Wastewater Collections recently took the City's CCTV truck in for major repair services and a motor replacement totaling \$17,274.94. The requested increase is needed to cover these repairs and any additional maintenance and/or repair services through the remaining contract term. The CCTV truck and associated equipment are highly specialized, and Cues, Inc. is the sole source for genuine CUES replacement parts and service (see attached memo).

Funding

FY25 budget; Account No. 402-4602-536.4600 and 402-4602-536.5200 – Wastewater Collections

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 17, 2024
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Services Director (TK)
Raymond Page, Utilities Superintendent
From: Heather Freundel, Water Conveyance Supervisor
Subject: Authorize to increase Contract File No. 240122-N-AS, for Cues Inc., Services, Repairs and Maintenance for the CCTV Truck equipment.

Recommendation

Authorize a one-time increase to Contract File No. 240122-N-AS with Cues, Inc., in the amount of \$20,000, from \$20,000 to \$35,000, through June 21, 2025, for as needed CCTV Truck upgrades, equipment repairs, and maintenance services for the Wastewater Collections Division.

Background

The CCTV Truck is a vital tool for recording and cataloging the City's sanitary sewer system. This equipment is used to inspect various sanitary sewer lines for identifying needed repairs to the collection system. It is also a major tool for identifying storm water and/or groundwater inflow and infiltration into the sewer system. Eliminating storm water and/or groundwater in the sanitary sewer system will decrease the costs of treatment at the Wastewater Treatment Plant.

Wastewater Collections recently took the CCTV truck in for major repair services totaling \$17,274.94. The CCTV truck and associated equipment are highly specialized, and Cues Inc. is the sole source for genuine CUES replacement parts and service. Additional contract authorization is needed to cover this repair and any additional maintenance and/or repair services through the remaining contract term. The requested authorization of \$35,000 will provide sufficient capacity to cover these repairs and provide for any future parts and service through the contract term.

Funding

Funds are available in FY25 budget in Wastewater Collections accounts 402-4602-536.4600 and 402-4602-536.5200.

SERVICE ORDER QUOTE



Date: 9/24/2024

Page 1 of 3

3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
(407)849-0190 E-Fax (407)641-9222

Bill To: TARPON SPRINGS, CITY
324 E. PINE ST
P.O. BOX 5004
TARPON SPRINGS, FL -
US - UNITED STATES

Ship To: TARPON SPRINGS, CITY
324 E. PINE ST
TARPON SPRINGS, FL -
US - UNITED STATES

Sales Order No: T29203

Delivery Terms: NULL

Customer PO:

ShipVia: FEDEX GROUND

Payment Terms: Net 30

Ship Location: OR101

Contact: JOHNNY ORTIZ

Actual Object: WM350-09122101 - TRANSPORTER ASSY,UNIBODY BR,CPR-OBS

Line No	Part No/ Description	Order Qty	List Price	Discount	Net Price	Extended Amount
23	WM279 GEARED SHAFT,IDLER,CPR	2	232.84	0	232.84	465.68
4	HW2366 SEAL,OIL,.315X.750X.157 VC	2	5.64	0	5.64	11.28
5	WM407-1 PCB ASSY,OVERVOLTAGE PROTECT PRGMD	2	142.53	0	142.53	285.06
6	HW683 O-RING,2-018,SILICONE	2	8.09	0	8.09	16.18
13	HW1772 O-RING,17MM ID X3MMW,BUNA,SHOREA70	1	8.09	0	8.09	8.09
16	HW2047 BEARING,THRUST,NDL,30MMX47MMX2MM	2	40.98	0	40.98	81.96
26	HW1563 SEAL,25ID X 32OD X 4MM W,RUBBER	6	28.89	0	28.89	173.34
33	HW1541 BEARING,BALL,9MMX20MMX6MM,DBL SHD	2	133.02	0	133.02	266.04
35	PM209 O-RING,2-011,SILICONE	1	12.72	0	12.72	12.72
9	HW1092 O-RING,2-012,BUNA-N	2	8.09	0	8.09	16.18
18	HW2050 WASHER,BELL,STL,30MMX47MMX0.6MM	2	5.06	0	5.06	10.12
30	WM025 GEAR,SPUR,24DP 18T 14.5PA,D-HOLE	2	347.18	0	347.18	694.36

The goods and/or services to be purchased hereunder are subject to Cues, Inc. Terms and Conditions of Sale found at:
<https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>.

SERVICE ORDER QUOTE



Date: 9/24/2024
Page2 of 3

3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
(407)849-0190 E-Fax (407)641-9222

Line No	Part No/ Description	Order Qty	List Price	Discount	Net Price	Extended Amount
31	HW457 BEARING,BALL,9X17X5,SEALED	3	28.34	0	28.34	85.02
32	300280 BEARING,BALL,3/16 ID X 1/2 OD X5/32	1	23.09	0	23.09	23.09
11	712565 O-RING,2-022 BUNA	1	8.09	0	8.09	8.09
12	WM021 NUT,TWIST LOCK,3-PIN	1	227.75	0	227.75	227.75
34	WM106 O-RING,3.645ID,VITON,BACK COVER	1	39.71	0	39.71	39.71
10	WM103 O-RING,MOLDED,BULKHEAD	1	49.08	0	49.08	49.08
36	MC223 LOOP,LIFTING,WEBBING,U-SHTY,WTR,CPR	1	12.94	0	12.94	12.94
7	HW2845 SEAL,SHAFT,2 LIP,.562X.875X.187,NBR	2	12.79	0	12.79	25.58
8	WM017	2	197.84	0	197.84	395.68
14	HW2048 BEARING,THRUST,NDL,35MMX52MMX2MM	2	44.04	0	44.04	88.08
15	WM276 AXLE,MAIN DRIVE,CPR	2	294.57	0	294.57	589.14
19	HW2011 O-RING,QUAD,2-021,BUNA-N	2	6.14	0	6.14	12.28
1	WM155	2	54.11	0	54.11	108.22
2	WM296-1 GEARMTR,60VDC,2.17A,530RPM,214OZ-IN	2	2,327.47	0	2,327.47	4,654.94
3	WM329 HOUSING ASSY,XPRTR,BRASS,CPR	1	4,982.72	0	4,982.72	4,982.72
17	HW2049 WASHER,THRUST,STL,30MMX47MMX1MM	2	5.18	0	5.18	10.36
20	HW1759 SEAL,QUAD,2-20,BUNA-N	2	6.77	0	6.77	13.54
21	HW2046 BEARING,THRUST,NDL,25MMX42MMX2MM	2	36.03	0	36.03	72.06
22	WM278 GEARED SHAFT,IDLE WHEEL DRIVE,CPR	2	258.99	0	258.99	517.98
24	HW1565 BEARING,BALL,20MM IDX27ODX4MM,SEAL	4	25.91	0	25.91	103.64
25	WM220 BEARING,INNER,WHEELED SHAFT,CPR	4	73.29	0	73.29	293.16
27	WM217 BEARING,BUSH,OUTER,WHL SHAFT,CPR	6	73.29	0	73.29	439.74
28	HW1562 BEARING,BALL,25MM ID X32ODX4MM,SEAL	3	27.07	0	27.07	81.21

The goods and/or services to be purchased hereunder are subject to Cues, Inc. Terms and Conditions of Sale found at:
<https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>.

SERVICE ORDER QUOTE



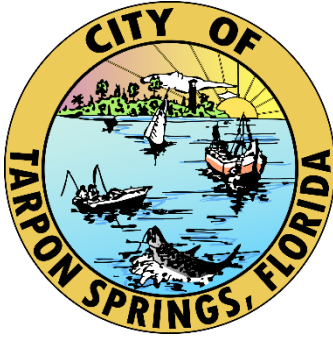
Date: 9/24/2024
Page 3 of 3

3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
(407)849-0190 E-Fax (407)641-9222

Line No	Part No/ Description	Order Qty	List Price	Discount	Net Price	Extended Amount
29	WM101 O-RING,MOLDED,UNIBODY SIDE PLATE	2	70.71	0	70.71	141.42
	7700000 CONSUMABLE STOCK CHARGE	1	18.50	0	18.50	18.50
	8800000 LABOR,ELECTRONIC PER HR.	14	160.00	0	160.00	2,240.00
Subtotal						17,274.94
Total						\$ 17,274.94

Shipping & Handling along with Sales Tax are subject to change.
Acknowledgement Only - Do Not Pay

CUSTOMER CONCERN: TRANSPORTER GOES 100 FT THEN RIGHT MOTOR STOPS WORKING.
CONCERN DUE TO:BURNT MOTOR. UNIT HAS OLD STYLE MOTORS. UNIT WILL BE UPGRADED FROM WM350 TO WM360.
OTHER ISSUES: LIFT HANDLE IS FRAYED. 3 PIN TWIST LOCK IS WORN. UNIT IS LEAKING FROM BOTH MIDDLE AXLES DUE TO WORN AXLES AND SEALS. INSPECTED SIDE PLATES; ALL NEEDLE BEARINGS ARE BURNT AND DAMAGED. BODY AND SIDE PLATE BEARINGS ARE ROUGH AND DAMAGED. 2 MIDDLE GEARS ARE WORN AND HAVE DENTS ON TEETH. REAR COVER AND SPUR GEAR BEARINGS ARE SEIZED. 2 SPUR GEARS ARE WORN. BODY IS PUCTURED AT THE FRONT RIGHT BEARING. ALL RELATE SEALS AND O-RINGS WILL BE REPLACED.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 05/23/2024
SUBJECT: Administrative Approval to Award File No. 240122-N-AS, Single Source Purchases of CUES CCTV Truck Upgrades and Repairs

RECOMMENDATION:

Award File No. 240122-N-AS, Single Source Purchases of CUES CCTV truck upgrades and repairs to CUES, Inc. (Delaware) (CUES), effective June 22, 2024 through June 21, 2025, in an estimated amount not to exceed \$20,000, for the Public Services Department – Wastewater Collections Division.

BACKGROUND:

The CCTV truck is a vital tool for recording and cataloging the City's sanitary sewer system. The purpose of this contract is to provide as needed CUES equipment upgrades and repairs to maintain the City's CCTV truck. It is also a major tool for identifying storm water and/or groundwater inflow and infiltration into the sewer system. Eliminating storm water and/or groundwater in the sanitary sewer system will decrease the costs of treatment at the Wastewater Treatment Facility (see attached memo). CUES, Inc. is the sole source of genuine CUES replacement parts and service. [..1 - From Agency Dept\Vendor Sole Source Letter.pdf](#)

Approved: *Janina Lewis*
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 5/23/2024



Public Services Department

Memorandum

Date: May 16, 2024
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent 
From: Heather Freundel, Water Conveyance Supervisor
Subject: Authorize Single Source Contract with Cues Inc. for Services, Repairs and Maintenance for the CCTV Truck equipment.

Recommendation

Authorize a single source contract with Cues, Inc., for a one-year period to purchase as needed services, equipment repairs and maintenance to be used with the Wastewater Collections' CCTV Truck, in an estimated amount not to exceed \$20,000.00.

Background

The CCTV Truck is a vital tool for recording and cataloging the City's sanitary sewer system. This equipment is used to inspect various sanitary sewer lines for identifying needed repairs to the collection system. It is also a major tool for identifying storm water and/or groundwater inflow and infiltration into the sewer system. Eliminating storm water and/or groundwater in the sanitary sewer system will decrease the costs of treatment at the Wastewater Treatment Plant.

Funding

Funds are available in current year Fiscal Budget in wastewater collections accounts 402-4602-536.4600 and 402-4602-536.5200.



Date: 05/16/2024

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs, FL 34689

3600 Rio Vista Avenue
Orlando, Florida 32805
(800) 327-7791

Dear Heather Freundel,

CUES is the sole source of genuine CUES Replacement Parts and Service. The following details will outline the many benefits of why to choose CUES as your sole provider.

Sole Source/OEM Justification:

- CUES is the sole manufacturer of the K2 Summit and Granite Net video/footage capture systems. CUES offers an in-house software support team for these systems. Other products on the market are 3rd party add-on programs that CUES in-house support team is unable to support.
- Our Cameras, Transporters, and Lamp II systems are solely manufactured by CUES. We are the sole manufacturer and supplier of these OEM (*Original Equipment Manufacturer*) products, and for the parts used in CUES pipeline inspection and rehabilitation equipment.
- We strongly recommend the use of genuine CUES Parts and Service due to potential compatibility problems. We have recorded instances where Non-OEM parts resulted in major damage to the electronic and other systems. The use of Non-OEM parts could void CUES warranty and CUES lifetime loaner policy.
- CUES maintains millions of dollars in inventory that eliminates the need to have an extensive parts inventory on-site. Our Manufacturing factory, Customer Support Center and Main Stockroom is located in Orlando FL. We also have additional customer support locations throughout the US and Canada to fulfill any Parts or Service needs.

100% Full Circle Compatibility Note:

Current CUES equipment is 100% compatible with CUES existing TV equipment without modifications. This allows older equipment to operate on newer TV systems and newer equipment to operate on older TV systems giving you full circle compatibility. Other manufacturers may have components (i.e. Cameras, etc.) that can be modified to operate on existing CUES systems, however this may require special one of a kind cables and/or modifications to the internal electronics of the camera, etc. Any modification to the system's electronics may void the CUES warranty and CUES lifetime loaner policy.

We appreciate your interest in Cues products. If you have any questions, please do not hesitate to contact me at 407-750-7994.

Best Regards,

Jake McLean – Regional Sales Representative



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 230110-C-AS, Body Armor and Ballistic Vests Utilizing the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS (**Jeff Young Police Chief, Janina Lewis Procurement Director**)

Recommendation

Renew File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing the State of Florida Alternate Contract Source (ACS) No. 46151500-NASPO-21-ACS, with G T Distributors, Inc., effective November 11, 2024 through November 10, 2025, in an estimated annual amount not to exceed \$30,000, for the Police Department (PD).

Background

On February 8, 2023, the subject contract was administratively approved through November 10, 2023. On July 24, 2023, the Master Agreement was renewed, effective November 11, 2023 through November 10, 2024. On August 22, 2023, the BOC increased and renewed the contract at \$48,000, effective November 11, 2023 through November 10, 2024. On July 2, 2024, the BOC increased the contract to \$60,000, to allow PD to pay final invoices through the remaining contract term and account for the updated contract pricing, effective August 1, 2024. On August 1, 2024, the Master Agreement was renewed for the final term, effective November 11, 2024 through November 10, 2025. The purpose of this contract is to provide PD with as needed body armor and ballistic vests for its officers and SWAT team (see attached memo). The reduced award amount reflects estimated contract usage for the new contract term, plus equipment for new hires.

Funding

FY25 Budget; Account Nos. 001-1002-521.52-00 and 142-1023-521.52-00 - PD

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police

JY

Date: October 29, 2024

Ref: Body armor and ballistic vests purchase with GT Distributors, Inc.

The Police Department (PD) is requesting to renew Contract File No. 230110-C-AS, Body Armor and Ballistic Vests with GT Distributors, Inc., utilizing State of Florida ACS No. 46151500-NASPO-ACS, in the estimated annual amount not to exceed \$30,000.00 through 11/10/2025.

This will cover the purchase of vests for new officers as well as current officers that have a vest that will expire this fiscal year. This also includes new and expiring vests for officers on the SWAT team. The requested amount has been adjusted to align with the Police Department's forecasted needs.

The current models that PD uses are competitively bid and offered on the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS.

Funding for this will come out of accounts:

FY25: 001-1002-521.52-00

142-1023-521.52-00



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 164720	Amendment CMS # 189633
----------------------	----------------------------------	-------------------------------

1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Safariland, LLC** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164720.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174646.
- C. The Contract was extended for an additional term beginning on November 11, 2023 and ending on November 10, 2024, via the issuance of Amendment #2, CMS # 182873.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2024, and ending on November 10, 2025.
- B. **Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. The Lead State may request additional information if the Contractor’s explanation is determined to be inadequate. While requested price increases may be supported with reference to both direct and indirect costs, it shall be at the Lead State’s sole discretion (1) to determine if any requested price increase is appropriate for the Goods being offered under the Contract and (2) to approve or deny the request.”
 - “b) Reserved”
- C. **Section 3.1.6** of the Master Agreement shall be modified as follows:

“Any revisions to Product offerings (new NIJ-certified body armor, new ASTM verified ballistic helmets, and new ASTM verified ballistic shields, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

D. Section 3.6.3 of the Master Agreement shall be modified as follows:

“**a)** Any revision to Product offerings (new NIJ-certified body armor, new ASTM verified shields, and ASTM verified helmets, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

“**b)** Updated Product files are required by the 1st of the month of each quarter and shall go into effect upon approval by the Lead State.”

“**i.** Files received after the 1st of the month or that request additional changes after pre-approval by the Lead State may not be approved for up to one hundred twenty (120) days following last submission.”

“**ii.** Errors in the Contractor’s submitted files may delay the approval process.”

E. Section 4.2 of the Master Agreement shall be modified as follows:

“Body Armor and Ballistic-resistant products must be certified or verified to the NIJ or other standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.”

F. Section 4.2.3 “For new helmet part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic helmets shall be verified to ASTM Standard Specification E3368/E3368M.”

G. Section 4.2.4 “For new shield part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic shields shall be verified to ASTM Standard Specification E3347/E3347M.

H. Section 4.2.5 “Ballistic-resistant body armor certified to NIJ Standard 0101.06 (2008) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0101.07 is acceptable to be requested as new products are listed on the NIJ CPL after the publication of 0101.07 November 30, 2023.”

I. Section 4.2.6 “Stab-resistant body armor certified to NIJ standard 0115.00 (2000) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0115.01 is acceptable to be requested as new products after the publication of NIJ Standard 0115.01 and addition of products to the associated NIJ CPL.”

J. Section 4.3 of the Master Agreement shall be modified as follows:

4.3.2 addition

“**a)** NIJ Standard 0101.07 ballistic protection levels NIJ HG1, NIJ HG2, NIJ RF1, NIJ RF2, and NIJ RF3 body armor models shall be listed on the associated NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.”

4.3.3 addition

“**a)** NIJ Standard 0115.01 stab protection categories NIJ-STAB-Commercial and NIJ-STAB-Improvised body armor models shall be listed on the associated NIJ Stab Armor CPL. The stab panels shall have the NIJ mark on the label.”

4.3.5 addition

“**a) In Conjunction With Armor(ICW):** NIJ Standard 0101.07 hard armor intended to provide the stated level of ballistic protection when paired with a specific model of soft armor. ICW hard armor will follow information within protection levels NIJ RFI, NIJ RF2, and NIJ RF3. The ballistic panels shall have the NIJ mark on the label.”

4.3.9 shall be modified and replaced with:

“Ballistic-resistant Helmets: Helmets not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3368/E3368M for new helmet and face shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3368/E3368M must be approved by the Lead State.”

4.3.10 shall be modified and replaced with:

“Ballistic-resistant Shields: Shields not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3347/E3347M for new shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3347/E3347M must be approved by the Lead State.”

K. Section 4.4 of the Master Agreement shall be modified as follows:

4.4.3 shall be modified and replaced with:

“Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued) or the ASTM Verified Products List, and the items shall be removed from the current price list.”

L. Section 4.5 of the Master Agreement shall be modified as follows:

4.5.3 shall be modified and replaced with:

“All materials and construction of products on the NIJ CPL shall be the same as reported to NIJ on the “Build Sheet”. All new materials and construction of products on the ASTM verified products list shall be the same as reported on the SEI/ASTM “Verification Submittal Form” for a detailed listing/description of the components and materials. (See section 4.2.4 and 4.2.5)”

Section 4.5.5 shall be modified and replaced with:

“Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects of products originally certified by or verified through the ASTM Verification program.”

M. Section 5.1 of the Master Agreement shall be modified as follows:

5.1.1 shall be modified and replaced with:

“All body armor must be listed on the appropriate NIJ CPL(s) with a model status of “active” on the date the Order is placed. All ballistic shields and ballistic helmets must be listed on the ASTM Verified Products List with a model status of “active” on the date the Order is placed. Items not subject to NIJ or ASTM compliance or verification testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)”

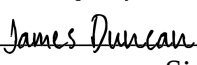
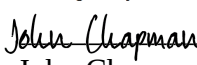
7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Safariland, LLC By: James Duncan Title: VP/GM Armor, Global DocuSigned by:  4AE69CCD4DD94E4 Signature Date: 8/1/2024	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by:  By: John Chapman, State Purchasing Manager Date: 8/1/2024
--	--

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:

66856696CC1A43A... Nathan Manley

Date: 8/1/2024



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 07/02/2024
SUBJECT: Ratify an Increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing State of Florida Contract No. 46151500-NASPO-21-ACS

RECOMMENDATION:

Ratify an increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing State of Florida Contract No. 46151500-NASPO-21-ACS, with GT Distributors, Inc., by \$12,000, from \$48,000, to \$60,000, effective through November 10, 2024, for the Police Department (PD).

BACKGROUND:

On February 8, 2023, the subject contract was administratively awarded through November 10, 2023. On July 24, 2023, the State of Florida contract was renewed, effective November 11, 2023 through November 10, 2024. On August 22, 2023, the BOC increased the contract from \$24,900 to \$30,000, and approved the renewal, effective November 11, 2023, through November 10, 2024, in an estimated amount not to exceed \$48,000. An influx of new officers and equipment replacement for retired officers during this contract year accounts for the higher expenditures in FY24 (see attached memo). The purpose of this contract is to provide PD with as needed body armor and ballistic vests for its officers and swat team. This ratification increase is needed to pay the final invoice(s) through the remaining contract term.

FUNDING: FY24 001-1002-521.5200 – Police Department

Accepted by: _____

City Manager

Attest _____

City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JY*

Date: June 17, 2024

Ref: Modification to Body armor and ballistic vests purchase with GT Distributors, Inc.

The Police Department (PD) is requesting to ratify an increase to the Contract File No. 230110-C-AS, Body Armor and Ballistic Vests with GT Distributors, Inc. utilizing Florida ACS No. 46151500-NASPO-21-ACS in the amount of \$12,000, from \$48,000 to \$60,000 for the remaining contract term.

The requested funds will account for higher expenditures in FY24 due to an increase in officer numbers and the replacement of retired officers. The updated contract will cover the initial procurement of vests necessary to equip our incoming officers.

The current vest model that the PD uses are competitively bid and offered on the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS.

Funding:
FY24 001-1002-521.5200

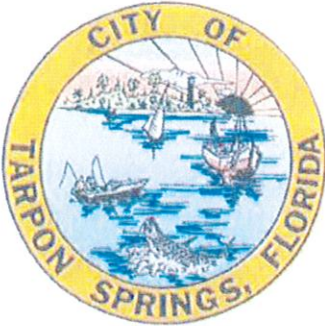


444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *q*
THRU: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AP*
DATE: 08/22/2023
SUBJECT: Ratify an Increase and Renew File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing the State of Florida Contract No. 46151500-NASPO-21-ACS

RECOMMENDATION:

Ratify an Increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing the State of Florida Contract No. 46151500-NASPO-21-ACS, in an amount not to exceed \$5,100, from \$24,900, to \$30,000, and further renew the Contract (230110-C-AS) for a one (1) year period, effective November 11, 2023 through November 10, 2024, in an estimated annual amount not to exceed \$48,000, for the Police Department (PD). Purchase orders will only be issued against approved budgets.

BACKGROUND:

On February 8, 2023, the subject Contract was administratively awarded through November 10, 2023. On July 24, 2023, the State of Florida Contract was renewed, effective November 11, 2023 through November 10, 2024. The purpose of this contract is to provide PD with as needed body armor and ballistic vests for its officers and SWAT team (see attached memo). The ratification increase is needed to pay the final invoice(s) through the remainder of the current contract term due to an annual rate increase and augmented officer count. The requested amount for the Contract renewal reflects the new contract pricing and will cover ballistic vests for new officers, replace expired vests for existing officers, and includes new purchases and expiring vest replacements for the City's SWAT team.

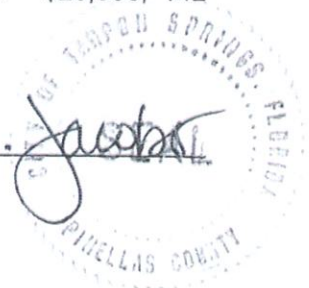
FUNDING: 001-1002-521.52-00 FY23 - \$5,100; 001-1002-521.52-00 FY24 - \$20,000; 142-1023-521.52-00 FY24 - \$28,000

Accepted by: _____

Mal S. Selam
City Manager

Attest: _____

Janina S. Lewis
City Clerk





TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

Jeffrey P. Young
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police *JY*

Date: August 14, 2023

Ref: Ratify Increase and Renew Contract File No. 230110-C-AS

The Police Department (PD) is requesting to ratify an increase to the Contract File No. 230110-C-AS, Body Armor and Ballistic Vests with GT Distributors, Inc., utilizing State of Florida ACS No. 46151500-NASPO-ACS, in the amount of \$5,100.00, from \$24,900 to \$30,000, and renew the contract through 11/10/2024, in an estimated annual amount not to exceed \$48,000.

The requested funds will account for higher expenditures in FY23, resulting from an augmented officer count and elevated prices for vest outer carriers. The updated contract will encompass expenses for ballistic vests, accommodating both new recruits and existing officers whose vests are due for replacement in FY24, including those within the SWAT team.

The current models that PD uses are competitively bid and offered on the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS.

Funding is available in the following accounts:

FY23: 001-1002-521.52-00 \$5,100.00

FY24: 001-1002-521.52-00 \$20,000.00

142-1023-521.52-00 \$28,000.00



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164720	Amendment CMS # 174646
----------------------	----------------------------------	-------------------------------

1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Safariland, LLC** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164720**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

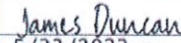
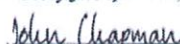
7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

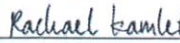
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Safariland, LLC By: James Duncan Title: <u>Vice President Sales</u>  Date: <u>5/23/2022</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director  By: <u>John Chapman</u>, State Purchasing Manager Date: <u>5/23/2022</u>
---	---

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: 
6D1AC497136C48B Rachael Kamlet

Date: 5/23/2022



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, Senior Procurement Analyst
DATE: 02/08/2023
SUBJECT: Administrative Approval to Award File No. 230110-C-AS Body Armor and Ballistic Vests, Utilizing Florida State Contract No. 46151500-NASPO-21-ACS

RECOMMENDATION:

Award File No. 230110-C-AS Body Armor and Ballistic Vests, utilizing Florida State Contract No. 46151500-NASPO-21-ACS to G T Distributors, Inc., in an estimated amount not to exceed \$24,900.00, for a period through November 10, 2023, for the Police Department (PD).

BACKGROUND:

The purpose of this contract is to provide PD with body armor and ballistic vests for its officers. This equipment is vital to ensuring the safety and protection of police officers while on duty. Florida State Contract No. 46151500-NASPO-21-ACS is effective through November 10, 2023. This contract has the option of two (2) additional one-year renewal periods (see memo electronically filed F:\Solicitations FY23\230110-C-AS Body Armor and Ballistic Vests (PD)\1 - From Agency_Dept).

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 2-8-2023



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

14

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police

Date: February 7, 2023

Reference: Body armor and ballistic vest purchase with GT Distributors, Inc.

The Police Department is requesting a new contract for GT Distributors utilizing Florida State contract 46151500-NASPO-21-ACS in the amount \$24,900.00 for the purchase of body armor and ballistic vests in fiscal year 2023.

This will cover the purchase of vests for new officers as well as current officers that have vests that will expire this fiscal year.

Funds: 001-1002-521.52-00
142-1023-521.52-00



441 S. HUIY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: October 29, 2024

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Director 

From: P.J. Harbert, Grant Project Specialist

Subject: Hazard Mitigation Grant Program Sub-Recipient Management Cost (SRMC)
Grant Request for Project ID 4734-(013), City of Tarpon Springs Sponge Docks
Flooding Abatement

Recommendation

Approval is recommended for the Mayor or his designee per City resolution to sign a request for additional grant funding for Sub-Recipient Costs associated with the Hazard Mitigation Grant Program in the amount of \$209,522.67. These are funds that are available through FEMA that assist with managing the Hazard Mitigation Grant Program for the City of Tarpon Springs Sponge Docks Flooding Abatement Project.

Summary

The City of Tarpon Springs Sponge Docks Flooding Abatement Project is presently under review with the Florida Division of Emergency Management for Hazard Mitigation Grant Program funding. As part of this funding, the City is eligible to receive an additional \$209,522.67 in grant funding for Sub-Recipient Management Costs (i.e. consultants). It is recommended that the Mayor, as the Point-of-Contact for this application be authorized to sign on the City's behalf to apply for these additional funds.

The Request Form is attached.



Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: 4734-(013) County: Pinellas Modification #: N/A
Sub-applicant: City of Tarpon Springs
Project Title: City of Tarpon Springs, Sponge Docks, Flooding Abatement

Point of Contact
Name: Panagiotis Koulias Title: Mayor
Agency: City of Tarpon Springs Address: 324 Pine Street Tarpon Springs, FL 34689
Phone: 727-938-3711 Email: pkoulias@ctsfl.us
Federal Share Amount: \$ 3,142,840.00 Cost Share Percentage: 64.386230520%

Project Budget Information				
Phase I	Federal	Local	Total	Available SRMC Funds
Funding Request			\$ -	\$ -
Non-Phased or Phase II				
Funding Request	\$ 3,142,840.00	\$ 1,738,390.00	\$ 4,881,230.00	\$ 209,522.67
Project Total	\$ 3,142,840.00	\$ 1,738,390.00	\$ 4,881,230.00	\$ 209,522.67

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)									
Position	Base Rate	Fringe %				Total Rate	Hours	Costs	
		FICA	Health Insurance	Retirement	Other				
Pre-Award						\$ -		\$ -	
						\$ -		\$ -	
						\$ -		\$ -	
						\$ -		\$ -	
Estimated Subtotal:						\$ -		\$ -	
Narrative:									

B. Contractual Services			
Company Name(s) or Consultant(s)	Purpose	Costs	
Pre-Award	Application Development	\$ -	



Project Title: City of Tarpon Springs, Sponge Docks, Flooding Abatement

Narrative:

1



Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: **4734-(013)** County: Pinellas Modification #: N/A
Sub-applicant: City of Tarpon Springs
Project Title: City of Tarpon Springs, Sponge Docks, Flooding Abatement

C. Indirect Costs *Optional: if you choose this option, you will have to include it on all awards for the referenced disaster.

Description	Base	Rate	Costs
De Minimis Indirect Cost Rate	\$	-	\$
Estimated Subtotal:			\$

Narrative:

Indirect costs are based on the maximum De Minimis Indirect Cost Rate of 10.00% on Total Direct Labor (Personnel + Fringe).

D. SRMC Pre-Award

Pre-Award Sub-Recipient Management Cost is requested in the amount of: \$

Start Date:

Total Estimated Sub-Recipient Management Cost Requested:

Maximum amount available (5%)	E. \$	-
If negative, adjust Section A, B, C and/or D (above) by amount shown	F. \$	209,522.67
	G.	\$209,522.67

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC

	Year 1	Year 2	Year 3	Year 4	Total Estimated SRMC
\$	-	\$	-	\$	-

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign this request

☐

Our organization is declining the use of SRMC funding for the referenced project.

**Authorized Agent must sign for declining funds

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.



Hazard Mitigation Grant Program Sub-Recipient Management Cost (SRMC) Request Form

Project ID#:	<u>4734-(013)</u>	County:	<u>Pinellas</u>	Modification #:	<u>N/A</u>
Sub-applicant:	<u>City of Tarpon Springs</u>				
Project Title:	<u>City of Tarpon Springs, Sponge Docks, Flooding Abatement</u>				
Name:			Authorization:	<u>Point of Contact (POC)</u>	
Title:			Date:	<u>10/29/2024</u>	
Signature:					



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 230037-C-JL Utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common (**Michael Vecchione Fleet Mgr., Tom Funcheon Public Works Director, Janina Lewis Procurement Director**)

Recommendation

Renew File No. 230037-C-JL to Fleet Acquisitions LLC d.b.a. Fleet Products utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$110,000 for the period November 15, 2024, through November 14, 2025, for Fleet Maintenance.

Background

On November 15, 2022, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2023. The Board approved utilization of this contract on December 13, 2022. On October 24, 2023, the contract was renewed by the School Board of Pinellas County. On November 7, 2023, the Board approved the renewal. On September 24, 2024, the School Board renewed the contract for an additional year.

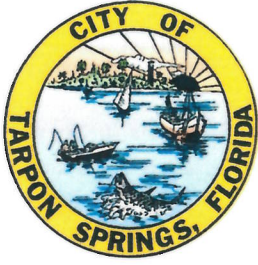
The purpose of this contract is to purchase truck and vehicle replacement parts for Fleet for inventory on an as-needed basis (see attached memo and Fleet Products parts listings).

Funding

Funding will be identified as orders are placed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: October 10, 2024

Re: File No. 230037-C-JL, Fleet Products Renewal

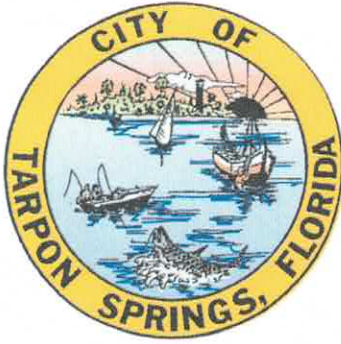
Recommendation:

Renew the award to File No. 250034-N-PH for Fleet Products, for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$110,000 for the period of November 15, 2024 through November 14, 2025.

Background:

Fleet Products is our main source for replacement parts for the majority of our vehicles. They deliver same day to our fleet shop, so our mechanics can spend more time fixing vehicles, and less time downtime waiting for parts. This renewal will help us continue to keep our vehicles on the road, as well as being safe and operational.

Funding will be determined as needed.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *al*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 11/07/2023
SUBJECT: Renew File No. 230037-C-JL utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common

RECOMMENDATION:

Renew File No. 230037-C-JL to Fleet Acquisitions LLC d.b.a. Fleet Products utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$110,000 for the period November 15, 2023, through November 14, 2024, for Fleet Maintenance.

BACKGROUND:

On November 15, 2022, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2023. The Board approved utilization of this contract on December 13, 2022. On October 24, 2023, the contract was renewed by the School Board of Pinellas County.

The purpose of this contract is to purchase truck and vehicle replacement parts for Fleet for inventory on an as-needed basis (see attached memo and Fleet Products parts listings).

FUNDING: Funding will be identified as orders are placed.

Accepted by: _____

City Manager

Attest _____

City Clerk





City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: October 10, 2023

Re: File No. 230037-C-JL, Fleet Products Renewal

Recommendation:

Renew the award to File No. 230037-C-JL for Fleet Products, for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$110,000 for the period of December 14, 2023 through December 13, 2024.

Background:

Fleet Products is our main source for replacement parts for the majority of our vehicles. They deliver same day to our fleet shop, so our mechanics can spend more time fixing vehicles, and less time downtime waiting for parts. This price increase is due to our fleet aging and parts prices rising. This renewal will help us continue to keep our vehicles on the road, as well as being safe and operational.

Funding will be determined as needed.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **October 24, 2023**

Bid No: 23-060-060

Bid Title: Motor Vehicle Parts: Common

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- | | | | | |
|---|--|---|--|---|
| ☐ Lowest Responsive Bid | ☐ Request for Proposal | ☐ Reject Bids | ☐ Piggy-Back Bid per 6A-1.012 (6) | ☐ Sale of Property |
| ☐ Revised Award * | ☐ Highest Point Score | ☐ Re-Award (partial/whole) * | ☐ State Contract per 6A-1.012 (5) | |
| ☒ Renewal of Contract | ☐ Contract/Bid Termination* | ☐ Contract Extension * | ☐ Sole Source | ☐ Co-Op Bid |
| ☐ Professional Services/Copyrighted Materials per 6A1.012 (11) | | ☐ Direct Negotiation per 6A-1.012 (14) | ☐ Emergency Ratification * | |

Contract Period: 11/15/23 thru 11/14/24

☐ N/A - One Time Purchase

Contract Value: \$ 275,000.00

Contract Type: ☒ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

* *Rationale/Reason*

This contract will provide common repair parts for the maintenance and repair of district owned vehicles and school buses.

☐ *Reason for Submittal to Board Under Separate Cover:*

Bidders Solicited: Bids Received: Late Bids: Rejected Bids: ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: TMark Hagewood **Buyer:** Angelo Molfetta
Title: Director, Transportation Department **Buyer II**

Contractor Name: Fleet Acquisitions LLC
Address: 6510 Golden Groves Lane
Tampa, FL 33610
Contact: Bob Palm
Phone: 813-621-1734
Email: bpalm@fleetproducts.com
Vendor ID: 7501

Contractor Name: Southeast Power Systems
Address: 6515 Adamo Drive
Tampa, FL 33619
Contact: Sam Tuley
Phone: 813-623-1551 ext. 1109
Email: stuley@se-power.com
Vendor ID: 1690

Recommended award by vendor as follows: (see attached)

(23-060-060)

Provide and deliver Common Motor Vehicle Parts on an as needed basis, with discounts off Manufacturer's list pricing (Groups 1A thru 7A), and firm unit pricing (Groups 8A and 8B) for the contract period. The discounts awarded shall also apply to other like items not specifically listed here, that these manufacturers also supply. Vendors are responsible for providing up-to-date price lists to the purchasing and vehicle maintenance parts departments, during the entire term of this contract.

FLEET PRODUCTS (V-7051)

Group 1A - Passenger car & Light Trucks: Engine & Transmission Mounts, Gasket Sets, Gasket Materials, Water Pumps (New), Belts, Caps, Clamps, Freeze Plugs, Hoses, PCV Valves, Thermostats, and Sensors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
2439 / Mount	2439	Anchor	74.49%
2292 / Mount	2292	Anchor	74.49%
PW584 / Water Pump	41120	Gates	80.00%
43504 / Water Pump	43504	Gates	78.94%
33509 / Thermostat	33509	Gates	78.94%
31527 / Radiator Cap	31527	Gates	78.94%
33671/ Thermostat	33671	Gates	77.71%
MS90131 / Intake Gasket	MS90131	Fel-Pro	57.63%
MS91586 / Intake Gasket	MS91586	Fel-Pro	67.01%
VS50504R-1 / Valve Cover Gasket	VS50504R-1	Fel-Pro	59.12%

Group 1B - 1.5 Ton Vehicles & Larger: Engine & Transmission Mounts, Water Pumps (New)

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
2462 / Mount	2462	Anchor	67.64%
5C4Z8501AA / Water Pump	42589HD	Gates	78.94%
41199HD / Water Pump	RW2060	Haldex	61.14%
42318HD / Water Pump	RW6313	Haldex	61.16%
10R4429 / Water Pump	43560HD	Gates	80.00%
4955394 / Water Pump	RW2060	Haldex	61.14%

Group 2A - Caps, Ignitions, Ignition Wire, Regulators, Rotors, Solenoids, Spark & Glow Plugs

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
SW 1379 / Ignition Switch	US89	Standard	70.00%
SP530 / Spark Plug	XP5363	Autolite	72.07%
D530 / Distributor Cap	DR31T	Standard	70.00%

Group 2B - Circuit Breakers, Sockets, Switches (Brake, Back-up, Micro, Push-Pull, Rocker, Turn Signal, Dimmers), Flashers, Fuses, Head Lamps, Lighting Bulbs, Lenses, Alarms, Horns, Battery Cables, Wire, Cable Ends, Gauges, Sending Units, Hour & Amp Meters

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
91002 / Turn Signal Switch	91002	Truck Lite	76.00%
11173 / Trailer Connector	82-1033	Grote	64.50%
D806A / Brake Lamp Switch	SLS154T	Standard	69.99%
H6054 / Halogen Headlamp	H6054	Wagner	73.67%
1157 / Lighting Bulb	1157	Eiko	71.67%
1111A / Marker Lamp	12200Y	Truck Lite	67.04%
344A / Turn Signal Lamp	4744AA	Truck Lite	76.00%
90152 / Marker Lens	90152	Grote	64.56%
41-722 / Back-up Alarm	575	Ecco	72.00%
211823-05 / Strobe Light	6750C	Ecco	70.53%
732510 / 14-GA Black Wire	87-7002	Grote	60.60%
736103 / Battery Terminal End	82-5712	Grote	60.65%
3186 / Battery Terminal Bolt	3186	Auveco	63.00%

Group 3A - Passenger Cars and Light Trucks: Mufflers, Pipes, Tail pipes, Clamps, and Hangers

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
35 343 / Exhaust Clamp	35343	Walker	67.38%
35 103 / Tailpipe Bracket	35103	Walker	68.05%
33 969 / Clamp	33969	Walker	64.49%
22 231 / Muffler	22231	Walker	68.05%
46 821 / Pipe Elbow	46821	Walker	67.50%

Group 3B – Fuel Pumps (New), Strainers, Control Cables, Mechanic Wire, Throttle Cable, Throttle Pedal, Carburetors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
43254 / Fuel Pump	SP1025MP	Spectra	66.64%
60278 / Fuel Pump	SP1010MP	Spectra	66.63%
M6624 / Fuel Pump	SP1000MP	Spectra	66.63%
10160 / Wire Bailing	10172	Dorman	72.21%

Group 4A - Hubs, U-Joints, Yokes, Bolts, Gaskets, Lug-Nuts, slip Yokes, Studs, Wheel Drive Bearings & Seals, Ball Joints, Bushings, Idlers, Pitman Arms, Stabilizers, Tie Rod Ends, Drag Links, King Pins, Power Steering Pumps & Hoses, CV Joints & Boots, Knuckles, Shock Absorbers, Struts, Coil Springs, Leaf Springs

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
E4969L / Studs	R004969L	Meritor	63.90%
R005652L / Studs	R005652L	Meritor	68.21%
SPL1001X / U-Joint	UJ460	SKF	78.96%
660-312 / U-Joint	81025	Dorman	75.00%
5-178 / U-Joint	UJ331	SKF	78.98%
370165A / Rear Seal	370165A	National	70.46%
47686 / Rear Bearing	47686	Timken	66.66%
39520 / Rear Race	39520	Timken	66.64%
K80197 / Ball Joint	K80197	Moog	67.30%
ES2079S / Tie Rod End	ES2079S	Moog	70.57%
K6653 / Pitman Arm	K6653	Moog	70.57%
8617B / King Pin	8617B	Moog	70.57%
8488B / King pin	8488B	Moog	70.57%
DS800 / Drag Link	DS800	Moog	70.57%
67578 / Pressure Hose	364400	Gates	75.66%
35919 / Pressure Hose	359190	Gates	75.66%
RP10401X / Pump	RP10401X	Haldex	65.04%
36498 / P/S Hose	364980	Gates	75.66%
RP40104X / Pump	RP40104X	Haldex	65.04%
60-2008 / CV Joint	FD8-8509A	Cardone	85.42%
60-2005 / CV Joint	60-2005	Cardone	82.49%
66861 / Absorber	66861	Monroe	74.84%
AMS6923 / Absorber	66923	Monroe	77.15%
AMS65409 / Absorber	65409	Monroe	77.19%

Group 5A – Brass Fitting and Cooper Tubing for Air & Hydraulic Systems (Compression Type and Quick Disconnect), Connectors, Grease Fittings, Grommets, O-Rings, Pins, Taps, Terminals, Grade 8 Fasteners, Chemical Additives, Brake Fluid, Cleaners, Greases, Lubricants, Penetrating Oils, Polishes, Sealants, Silicones, Waxes

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
10843-6-6 / Brass Fitting	G25200-0606	Gates	80.00%
10643-6-6 / Brass Fitting	G25170-0606	Gates	80.00%
10643-8-8 / Brass Fitting	G25170-0808	Gates	80.00%
12150 / Terminals	83-2205	Grote	64.71%
8495 / Cotter Pins	CP316-150	Western Wire Products	85.71%
4322 / O-Rings	4322	Auveco	80.00%
14005 / 1/4" x 1" Bolts	825-100	Distributor Sales	82.14%
14061 / 5-16" x 2" Bolts	831-200	Distributor Sales	84.29%
36105 / 3/8" Nuts	N837	Distributor Sales	83.33%
16PB / Penetrating Oil	16PB	Blaster	78.43%
80065 / High Tack Sealant	80065	Permatex	65.56%
M44-34 / Brake Fluid	M4434	Radiator Specialty	67.63%

Group 6A - Compressors, Condensers, Evaporators, Fans, Motors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
Y61-Q2101-02 / Compressor (New)	6512331	Global	77.78%
15-6798 / Condenser (New)	4720C	Global	77.78%
37-10871 / Drier	1412015	Global	77.78%
54-0061801/ Condenser Fan	2822833	Global	77.78%
18-10123-07 / Compressor	6512771	Global	77.78%

Group 7A – Windshield Wiper Arms, Blades, Refills, Pumps (New), Mirrors, Mirror Bracket, Mirror Heads, Seat Belts

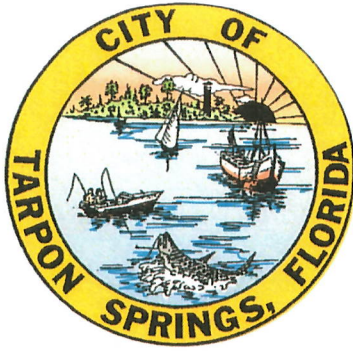
Item # / Description	Manufacturer Part Number	Manufacturer	Discount
31-22 / Wiper Blade	31-22	Anco	65.52%
31-24 / Wiper Blade	31-24	Anco	65.57%
31-20 / Wiper Refill	31-20	Anco	65.57%
52-500 / Mirror Head	52-500	Mirror Lite	60.00%
56-14 / Mirror with Brackets	56-14	Mirror Lite	60.00%
56-72 / Mirror Head	56-72	Mirror Lite	60.00%

SOUTHEAST POWER SYTEMS (V-16900)**Group 8A – Remanufactured Injector Pumps, Remanufactured Injectors**

TERMS Number	Engine Brand & Model #	Item # / Description	Price
06026036	IHC DT466E	IHC #1842721C91 / High Pressure Oil Pump	\$636.76
06066095	IHC MaxxForce DT	IHC #1848718C92 / Injector	\$267.32
06060059	IHC DT466E	IHC #AP66976 / Injector	\$267.36
06059995	Caterpillar 3126	Caterpillar #OR1050 / Injector	\$263.77
06026062	Caterpillar 3127	Caterpillar #OR9348 / Injector	\$180.96
06010908	Caterpillar C7	Caterpillar #10R4761 / Injector	\$378.77

Group 8B – Remanufactured Turbochargers

TERMS Number	Engine Brand & Model #	Item # / Description	Price
06026064	IHC DT466E	Warner Schwitzer #179079	\$765.97
06060306	IHC DT466E	Warner/Schwitzer #IC179035RS	\$925.00
06060309	Caterpillar C7	Warner/Schwitzer #10R1795	\$686.03
06015761	IHC Maxx Force DT	Warner/Schwitzer #1850493C91	\$1,017.89



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

(727) 942-5615

Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *al*
DATE: 12/13/2022
SUBJECT: Award File No. 230037-C-JL utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common

RECOMMENDATION:

Award File No. 230037-C-JL to Fleet Acquisitions LLC d.b.a. Fleet Products utilizing School Board of Pinellas County Contract 23-060-060, Motor Vehicle Parts: Common for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$100,000 for the period December 13, 2022, through November 14, 2023, for Fleet Maintenance.

BACKGROUND:

On November 15, 2022, The School Board of Pinellas County awarded the contract for Motor Vehicle Parts: Common to Fleet Acquisitions LLC d.b.a. Fleet Products effective through November 14, 2023.

The purpose of this contract is to purchase of truck and vehicle replacement parts for Fleet for inventory on an as needed basis (see attached memo and Fleet Products parts listings).

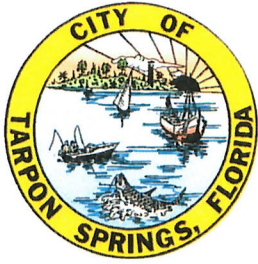
FUNDING: Funding will be identified as orders are placed

Accepted by: _____

M. L. Lewis
City Manager

Attest _____

Janina Lewis
City Clerk



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: December 2, 2022

Re: Contract File No. 230037-C-JL, Fleet Products

Recommendation:

Award File No. 230037-C-JL to Fleet Products utilizing the School Board of Pinellas County, contract No. 23-060-060 for the purchase of truck and vehicle replacement parts in an estimated annual amount of \$100,000.00 for the period December 13, 2022 through November 14, 2023.

Background:

Vehicle Maintenance's main source of replacement and inventory parts comes from Fleet Products. They supply multiple daily deliveries, and contract pricing on numerous items to cover the vast needs for City equipment and vehicles.



Vision:
100% Student Success

Mission:
"Educate and prepare each
student for college, career
and life."

ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 2942
Largo, FL 33779-2942
Ph: (727) 588-6000

**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**
Chairperson
Eileen M. Long

Vice Chairperson
Lisa N. Cane

Nicole M. Carr, Ph.D.
Carol J. Cook
Bill Dudley
Caprice Edmond
Laura Hine

Superintendent
Kevin K. Hendrick

November 16, 2022
Mr. Bob Palm
Fleet Acquisitions LLC d.b.a Fleet Products
6510 Golden Groves Lane
Tampa, FL, 33610

Ref: Notice of Bid Award
Bid No. 23-060-060,
Bid Name: Motor Vehicle Parts: Common

Dear Mr. Palm:

On Tuesday, November 15, 2022, the School Board of Pinellas County, Florida awarded your company all or a portion of the above referenced bid. This is your official notification of contract award. A copy of the agenda item approved by our School Board is attached confirming the award to your company. Orders will be placed as needed for the duration of the 1yr contract period to authorize performance under the contract.

All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

To ensure timely payment, all original invoices should be submitted to the Accounts Payable Department, Pinellas County School Board, PO Box 2942, Largo, FL., 33779-2942. A minimum of thirty (30) days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a SCHOOL purchase order should be submitted directly to the school for payment. Do not send invoices associated with school purchase orders to the Accounts Payable Department.

For your information, the administrator of this contract is Brian Lowe, Mr. Lowe can be reached at (727) 547-7100 Ext 4744 if you have questions or need assistance.

Thank you for your bid and your interest in Pinellas County Schools.

Sincerely,

Angelo Molfetta
Angelo Molfetta
Buyer II

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: November 15, 2022

Bid No: 23-060-060

Bid Title: Motor Vehicle Parts: Common

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- | | | | | |
|---|---|---|--|---|
| ☒ Lowest Responsive Bid | ☐ Request for Proposal | ☐ Reject Bids | ☐ Piggy-Back Bid per 6A-1.012 (6) | ☐ Sale of Property |
| ☐ Revised Award * | ☐ Highest Point Score | ☐ Re-Award (partial/whole) * | ☐ State Contract per 6A-1.012 (5) | |
| ☐ Renewal of Contract | ☐ Contract/Bid Termination * | ☐ Contract Extension * Term: | ☐ Co-Op Bid | |
| ☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * | | ☐ Direct Negotiation per 6A-1.012 (14) | ☐ Emergency Ratification * | |

Contract Period: 11/15/22 thru 11/14/23 ☐ N/A - One Time Purchase

Contract Value: \$ 275,000.00

Contract Type: ☒ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**

Contract provides common repair parts for the maintenance and repair of district owned vehicles and school buses.

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 15 Bids Received: 6 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB
Title: Director, Purchasing Department
For: Vehicle Maintenance Department

Requested By: TMark Hagewood
Title: Director, Transportation Department
Buyer: Angelo Molfetta

Recommended award by vendor as follows: (see attached)

(23-060-060)

Provide and deliver Common Motor Vehicle Parts on an as needed basis, with discounts off Manufacturer's list pricing (Groups 1A thru 7A), and firm unit pricing (Groups 8A and 8B) for the contract period. The discounts awarded shall also apply to other like items not specifically listed here, that these manufacturers also supply. Vendors are responsible for providing up-to-date price lists to the purchasing and vehicle maintenance parts departments, during the entire term of this contract.

FLEET PRODUCTS (V-7051)

Group 1A - Passenger car & Light Trucks: Engine & Transmission Mounts, Gasket Sets, Gasket Materials, Water Pumps (New), Belts, Caps, Clamps, Freeze Plugs, Hoses, PCV Valves, Thermostats, and Sensors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
2439 / Mount	2439	Anchor	74.49%
2292 / Mount	2292	Anchor	74.49%
PW584 / Water Pump	41120	Gates	80.00%
43504 / Water Pump	43504	Gates	78.94%
33509 / Thermostat	33509	Gates	78.94%
31527 / Radiator Cap	31527	Gates	78.94%
33671 / Thermostat	33671	Gates	77.71%
MS90131 / Intake Gasket	MS90131	Fel-Pro	57.63%
MS91586 / Intake Gasket	MS91586	Fel-Pro	67.01%
VS50504R-1 / Valve Cover Gasket	VS50504R-1	Fel-Pro	59.12%

Group 1B - 1.5 Ton Vehicles & Larger: Engine & Transmission Mounts, Water Pumps (New)

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
2462 / Mount	2462	Anchor	67.64%
5C4Z8501AA / Water Pump	42589HD	Gates	78.94%
41199HD / Water Pump	RW2060	Haldex	61.14%
42318HD / Water Pump	RW6313	Haldex	61.16%
10R4429 / Water Pump	43560HD	Gates	80.00%
4955394 / Water Pump	RW2060	Haldex	61.14%

Group 2A - Caps, Ignitions, Ignition Wire, Regulators, Rotors, Solenoids, Spark & Glow Plugs

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
SW 1379 / Ignition Switch	US89	Standard	70.00%
SP530 / Spark Plug	XP5363	Autolite	72.07%
D530 / Distributor Cap	DR31T	Standard	70.00%

Group 2B - Circuit Breakers, Sockets, Switches (Brake, Back-up, Micro, Push-Pull, Rocker, Turn Signal, Dimmers), Flashers, Fuses, Head Lamps, Lighting Bulbs, Lenses, Alarms, Horns, Battery Cables, Wire, Cable Ends, Gauges, Sending Units, Hour & Amp Meters

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
91002 / Turn Signal Switch	91002	Truck Lite	76.00%
11173 / Trailer Connector	82-1033	Grote	64.50%
D806A / Brake Lamp Switch	SLS154T	Standard	69.99%
H6054 / Halogen Headlamp	H6054	Wagner	73.67%
1157 / Lighting Bulb	1157	Eiko	71.67%
1111A / Marker Lamp	12200Y	Truck Lite	67.04%
344A / Turn Signal Lamp	4744AA	Truck Lite	76.00%
90152 / Marker Lens	90152	Grote	64.56%
41-722 / Back-up Alarm	575	Ecco	72.00%
211823-05 / Strobe Light	6750C	Ecco	70.53%
732510 / 14-GA Black Wire	87-7002	Grote	60.60%
736103 / Battery Terminal End	82-5712	Grote	60.65%
3186 / Battery Terminal Bolt	3186	Auveco	63.00%

Group 3A - Passenger Cars and Light Trucks: Mufflers, Pipes, Tail pipes, Clamps, and Hangers

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
35 343 / Exhaust Clamp	35343	Walker	67.38%
35 103 / Tailpipe Bracket	35103	Walker	68.05%
33 969 / Clamp	33969	Walker	64.49%
22 231 / Muffler	22231	Walker	68.05%
46 821 / Pipe Elbow	46821	Walker	67.50%

Group 3B – Fuel Pumps (New), Strainers, Control Cables, Mechanic Wire, Throttle Cable, Throttle Pedal, Carburetors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
43254 / Fuel Pump	SP1025MP	Spectra	66.64%
60278 / Fuel Pump	SP1010MP	Spectra	66.63%
M6624 / Fuel Pump	SP1000MP	Spectra	66.63%
10160 / Wire Bailing	10172	Dorman	72.21%

Group 4A - Hubs, U-Joints, Yokes, Bolts, Gaskets, Lug-Nuts, slip Yokes, Studs, Wheel Drive Bearings & Seals, Ball Joints, Bushings, Idlers, Pitman Arms, Stabilizers, Tie Rod Ends, Drag Links, King Pins, Power Steering Pumps & Hoses, CV Joints & Boots, Knuckles, Shock Absorbers, Struts, Coil Springs, Leaf Springs

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
E4969L / Studs	R004969L	Meritor	63.90%
R005652L / Studs	R005652L	Meritor	68.21%
SPL1001X / U-Joint	UJ460	SKF	78.96%
660-312 / U-Joint	81025	Dorman	75.00%
5-178 / U-Joint	UJ331	SKF	78.98%
370165A / Rear Seal	370165A	National	70.46%
47686 / Rear Bearing	47686	Timken	66.66%
39520 / Rear Race	39520	Timken	66.64%
K80197 / Ball Joint	K80197	Moog	67.30%
ES2079S / Tie Rod End	ES2079S	Moog	70.57%
K6653 / Pitman Arm	K6653	Moog	70.57%
8617B / King Pin	8617B	Moog	70.57%
8488B / King pin	8488B	Moog	70.57%
DS800 / Drag Link	DS800	Moog	70.57%
67578 / Pressure Hose	364400	Gates	75.66%
35919 / Pressure Hose	359190	Gates	75.66%
RP10401X / Pump	RP10401X	Haldex	65.04%
36498 / P/S Hose	364980	Gates	75.66%
RP40104X / Pump	RP40104X	Haldex	65.04%
60-2008 / CV Joint	FD8-8509A	Cardone	85.42%
60-2005 / CV Joint	60-2005	Cardone	82.49%
66861 / Absorber	66861	Monroe	74.84%
AMS6923 / Absorber	66923	Monroe	77.15%
AMS65409 / Absorber	65409	Monroe	77.19%

Group 5A – Brass Fitting and Cooper Tubing for Air & Hydraulic Systems (Compression Type and Quick Disconnect), Connectors, Grease Fittings, Grommets, O-Rings, Pins, Taps, Terminals, Grade 8 Fasteners, Chemical Additives, Brake Fluid, Cleaners, Greases, Lubricants, Penetrating Oils, Polishes, Sealants, Silicones, Waxes

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
10843-6-6 / Brass Fitting	G25200-0606	Gates	80.00%
10643-6-6 / Brass Fitting	G25170-0606	Gates	80.00%
10643-8-8 / Brass Fitting	G25170-0808	Gates	80.00%
12150 / Terminals	83-2205	Grote	64.71%
8495 / Cotter Pins	CP316-150	Western Wire Products	85.71%
4322 / O-Rings	4322	Auveco	80.00%
14005 / 1/4" x 1" Bolts	825-100	Distributor Sales	82.14%
14061 / 5-16" x 2" Bolts	831-200	Distributor Sales	84.29%
36105 / 3/8" Nuts	N837	Distributor Sales	83.33%
16PB / Penetrating Oil	16PB	Blaster	78.43%
80065 / High Tack Sealant	80065	Permatex	65.56%
M44-34 / Brake Fluid	M4434	Radiator Specialty	67.63%

Group 6A - Compressors, Condensers, Evaporators, Fans, Motors

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
Y61-Q2101-02 / Compressor (New)	6512331	Global	77.78%
15-6798 / Condenser (New)	4720C	Global	77.78%
37-10871 / Drier	1412015	Global	77.78%
54-0061801/ Condenser Fan	2822833	Global	77.78%
18-10123-07 / Compressor	6512771	Global	77.78%

Group 7A – Windshield Wiper Arms, Blades, Refills, Pumps (New), Mirrors, Mirror Bracket, Mirror Heads, Seat Belts

Item # / Description	Manufacturer Part Number	Manufacturer	Discount
31-22 / Wiper Blade	31-22	Anco	65.52%
31-24 / Wiper Blade	31-24	Anco	65.57%
31-20 / Wiper Refill	31-20	Anco	65.57%
52-500 / Mirror Head	52-500	Mirror Lite	60.00%
56-14 / Mirror with Brackets	56-14	Mirror Lite	60.00%
56-72 / Mirror Head	56-72	Mirror Lite	60.00%

SOUTHEAST POWER SYTEMS (V-16900)**Group 8A – Remanufactured Injector Pumps, Remanufactured Injectors**

TERMS Number	Engine Brand & Model #	Item # / Description	Price
06026036	IHC DT466E	IHC #1842721C91 / High Pressure Oil Pump	\$636.76
06066095	IHC MaxxForce DT	IHC #1848718C92 / Injector	\$267.32
06060059	IHC DT466E	IHC #AP66976 / Injector	\$267.36
06059995	Caterpillar 3126	Caterpillar #OR1050 / Injector	\$263.77
06026062	Caterpillar 3127	Caterpillar #OR9348 / Injector	\$180.96
06010908	Caterpillar C7	Caterpillar #10R4761 / Injector	\$378.77

Group 8B – Remanufactured Turbochargers

TERMS Number	Engine Brand & Model #	Item # / Description	Price
06026064	IHC DT466E	Warner Schwitzer #179079	\$765.97
06060306	IHC DT466E	Warner/Schwitzer #IC179035RS	\$925.00
06060309	Caterpillar C7	Warner/Schwitzer #10R1795	\$686.03
06015761	IHC Maxx Force DT	Warner/Schwitzer #1850493C91	\$1,017.89

PURCHASING AGENDA SUMMARY

September 24, 2024

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

TeachTown

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-208-027	enCore Student Software Licenses	PS/CM	1 Yr.	Exceptional Student Education Evelyn Mowatt	0420/6600	N310	269,609.38
COMMENTS:	The online licenses are for the approved TeachTown core curriculum for students with disabilities instructed on Access Standards. The student licenses use the principles of Applied Behavior Analysis to reinforce content, provide practice of skills, progress monitor IEP goals and collect data on mastery of content. These licenses were budgeted in the 2024-25 IDEA Federal Grant.						

RECOMMENDED BIDDERS:

City of Dunedin

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
22-961-086	Teaching Artists	PS/CM	3 Yr.	Performing Arts Dept. Ajori Spencer	0100/5360	2320/1137 2622/1137	150,000.00
COMMENTS:	The City of Dunedin provides two Scottish art instructors annually to be subcontracted as part-time teaching artists for Dunedin Highland Middle School and Dunedin High School. This is a partially referendum funded renewal request.						

RECOMMENDED BIDDERS:

Designlab, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
24-200-037	Uniforms: Operational Services	RN	1 Yr.	Maintenance Department Michael Hewett Warehouse Bobby Strader Facilities & Operations Jeff Wasilewski	0100/5370 0100/5800 0100/5490	9902 9902 9602/5215	95,000.00 (Estimated)

COMMENTS: This contract provides uniforms for operational services maintenance, warehouse and plant operations staff.

PURCHASING AGENDA SUMMARY

September 24, 2024

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Florida Transportation Systems, Inc., Sunstate International Trucks & Matthews Bus Alliance Inc.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
23-060-016	Motor Vehicle Parts: Truck & Bus OEM	RN	1 Yr.	Vehicle Maintenance T.Mark Hagewood	Various	Various	1,350,000.00 (Estimated)

COMMENTS: This contract provides OEM parts for the repair and maintenance of district school buses and large trucks.

RECOMMENDED BIDDERS:

The Parts House and Fleet Products

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-060-027	Motor Vehicles Brake Parts	RN	1 Yr.	Vehicle Maintenance T.Mark Hagewood	Various	Various	175,000.00 (Estimated)

COMMENTS: This contract provides brake parts for the repair and maintenance of district-owned vehicles and equipment.

RECOMMENDED BIDDERS:

Best Line Oil Company, Inc. and Palmdale Oil Company, LLC

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-060-028	Petroleum Lubricants & Antifreeze	RN	1 Yr.	Vehicle Maintenance T.Mark Hagewood	Various	Various	125,000.00 (Estimated)

COMMENTS: This contract provides petroleum lubricants and antifreeze for the repair and maintenance of district-owned vehicles and equipment.

PURCHASING AGENDA SUMMARY

September 24, 2024

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Rich Maid Cabinets, Inc.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
22-968-256	Casework: Design and Install	RN	1 Yr.	Maintenance Michael Hewett	Various	Various	150,000.00 (Estimated)

COMMENTS: This contract secures pricing for casework removal, design and installation throughout the district.

RECOMMENDED BIDDER:

Flooring Worx, Inc.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	NEW TOTAL CONTRACT AMOUNT
23-265-074	Blinds: Mini, Vertical and Roller Shades Installed	RA	1 Yr.	Maintenance Michael Hewett	Various	Various	625,000.00 (Estimated)

COMMENTS: This contract was board-approved on December 12, 2023, for \$475,000. This request to increase the Blinds, Mini and Vertical contract by an additional \$150,000 will expedite the replacement of these security-related items.

RECOMMENDED BIDDERS:

Ackerman Plumbing, Inc., Alter Plumbing, C Lacey Plumbing, Inc.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
23-968-029	Plumbing Services	RN	1 Yr.	Maintenance Michael Hewett	Various	Various	800,000.00 (Estimated)

COMMENTS: This contract provides fixed pricing for emergency and non-emergency plumbing services throughout the district.

PURCHASING AGENDA SUMMARY

September 24, 2024

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Air Mechanical & Service Corporation, B&I Contractors, Carrier Corporation, Mechanical Services of Central Florida, Morgan Commercial Air Conditioning LLC, Weatherproofing Technologies, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION/ REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
24-TM-005	HVAC Repairs and Services	HPS	1 Yr.	Maintenance Michael Hewett	Various	Various	5,000,000.00 (Estimated)

COMMENTS: This contract secures pricing for labor, material and equipment for general, specialized and emergency repairs for HVAC services throughout the district.

RECOMMENDED BIDDERS:

Carrier Corporation, Johnson Controls, Inc., Trane US, Inc., Daikin Applied

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION/ REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-936-025	HVAC OEM Service Agreement	SSV	1 Yr.	Maintenance Michael Hewett	0100/5370	2901/6003	245,000.00 (Estimated)

COMMENTS: This OEM service agreement covers parts, labor and service calls for work to be done on chillers districtwide due to acts of nature, vandalism and other conditions not covered by the full maintenance service agreement.

PURCHASING AGENDA SUMMARY

September 24, 2024

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Stantec Consulting Services, Inc.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION/ REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-968-026	Professional Service: Engineering and Consulting	RFQ	N/A	Maintenance Michael Hewett	0375/3130	3000/3038	65,993.00

COMMENTS: This firm was selected from the Continuing Contract, RFQ#21-906-285, board-approved on October 10, 2023, and will provide Engineering and Consulting services for the demolition of building one at the former Curtis Fundamental site.

***Key to Fund Sources:**

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 044X: ESSER Funds

****Key to Categorical Sources:**

23XX: Referendum Funds

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Contract No: 25-208-027

Title: enCore Student Software Licenses

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/24 thru 7/31/2025

☐ N/A - One Time Purchase

Contract Value: \$ 269,609.38

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
		6-months	1 - year	

Rationale/Reason:

The online licenses are for the approved TeachTown core curriculum for students with disabilities instructed on Access Standards. The student licenses use the principles of Applied Behavior Analysis to reinforce content, provide practice of skills, progress monitor IEP goals and collect data on mastery of content. These licenses were budgeted in the 2024-25 IDEA Federal Grant.

Bidders Solicited: ____ Bids Received: ____ Late Bids: ____ Rejected Bids: ____ ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Exceptional Student Education
Title: Director, Purchasing **Department:**

Requested By: Evelyn Mowatt **Buyer:** Christina DiLeonardo-Rowan
Title: Executive Director, ESE

Contractor Name: TeachTown
Address: 2 Constitution Way
Woburn MA, 01801

Phone: 813-966-3591
Email: orders@teachtown.com
Vendor ID: V-39641

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
JIGSAW LEARNING, LLC dba TEACHTOWN

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 16th day of August 2024, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and JIGSAW LEARNING, LLC dba TEACHTOWN (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin August 1, 2024, and end June 30, 2025. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$ 269, 609.38 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Individuals with Disabilities Education Act (IDEA) grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made in quarterly installments.
 - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
 - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
 - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any

employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. **Retention of Records:** The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. **Termination:**
 - A. **Without Cause:** Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
 - B. **With Cause:** The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
 - C. **Amount Payable Upon Termination:** In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. **Intellectual Properties:** The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. **Access to Records:** The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. **Liability:** (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary

limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Ashley Wall, Chief Financial Officer
2 Constitution Way
Woburn, MA 01801

Board Project Contact: Lynne Mowatt, Executive Director of ESE
301 4th St SW
Largo, FL 33770

Board Administrative Contact: Coral Marsh, Director, Special Projects
Student and Community Support Services
P.O. Box 2942
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- Keep and maintain public records required by the School Board to perform the service.
 - Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the 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.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

Jahlisca Marcelini

JIGSAW LEARNING, LLC dba TEACHTOWN

DocuSigned by:
Oakley B. Wall
FC5EBC38AD5D48E
By: _____
Chief Financial Officer

Date: 9/3/2024

Approved as to Form:

Quint K. [Signature]
Office of School Board Attorney

Attachment A

Company Address	2 Constitution Way Woburn, MA 01801 US	Created Date	8/28/2024
Bill To Name	Pinellas County Public Schools	Order Number	00022771
Bill To	301 4Th Ave Sw Largo, FL 33770-3536 United States		
Billing Frequency	Upfront	Contract Start Date	8/1/2024
Net Terms	30	Contract End Date	7/31/2025
Customer PO Required	☐	Term in Months	12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	9/1/2024	7/31/2025	USD 375.00	892.00	15.00%	USD 260,631.25
enCORE K-12 Student Sub Std Pkg	Software	8/1/2024	8/31/2024	USD 375.00	338.00	15.00%	USD 8,978.13

Software Subtotal	USD 269,609.38
Physical Goods Subtotal	USD 0.00
Services Subtotal	USD 0.00
Shipping Total	USD 0.00
Sales Tax Total	USD 0.00
Grand Total	USD 269,609.38

Order Notes

In support of Pinellas County teachers, students, and administration, TeachTown is providing a one-time 15% discount for the school year 2024-25 in recognition of the district's K-12 enCORE expansion and their recent investment in physical classroom materials.

For questions on this order, contact:

TeachTown Representative	Marcus Rose
Prepared By	Marcus Rose
Email	mrose@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.



Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
<https://web.teachtown.com/terms-of-service/>

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign ☐
on Behalf of the Org

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

Approved As To Form, and subject to agreed
changes to Terms of Service, as well as
the Student
Records and
Non-redisclosure
Agreement.

School Board Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 22-961-086

Bid Title: Teaching Artists

Original Bid No:

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/01/2024 thru 09/30/2027 ☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☐ None
		6-months	- year	

* **Rationale/Reason**

The City of Dunedin provides two Scottish art instructors annually to be subcontracted as part-time teaching artists for Dunedin Highland Middle School and Dunedin High School. This renewal request is partially referendum funded.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Pre K-12 Performing Arts Department

Title: Director, Purchasing Department

Requested By: Ajori Spencer **Buyer:** Christine England

Title: PK-12 Performing Arts Specialist

Recommended award by vendor as follows:

CITY OF DUNEDIN

The City of Dunedin will select two Contractors who will be subcontracted out to Pinellas County Schools 50% of their time as part-time teaching artists at Dunedin Highland Middle School and Dunedin High School. The district will pay \$25,000 per year, per employee for the duration of the 3-year contract period.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Contract No: 24-200-037

Title: Uniforms: Operational Services

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/28/24 thru 10/27/25 ☐ N/A - One Time Purchase

Contract Value: \$ 95,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

Rationale/Reason

This contract provides uniforms for operational services maintenance, warehouse and plant operations staff.

Bidders Solicited: ____ Bids Received: ____ Late Bids: ____ Rejected Bids: ____ ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance, Warehouse and Plant Operations
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Jena Grage
Title: Director, Maintenance Department

Requested By: Bobby Strader
Title: Warehouse Coordinator

Requested By: Jeff Wasilewski
Title: General Manager, Facilities and Operations

Contractor Name: Designlab, Inc.
Address: 1911 N US Hwy 301
Tampa, FL 33619
Contact: Matt Moller
Phone: 864-915-4249
Email: mattpmoller@yahoo.com
Vendor ID: 8786

(24 200 037)

Provide and deliver uniform items on an as needed basis, at the firm, net unit prices listed below, for the contract period.

Group (1): Maintenance Department

Item #	Description	Manufacturer & Item #	Unit Price
	<u>SHIRTS</u>		
1.	Polo Shirt (Unisex) , with pocket (Blend). (Sizes: S-5XL). Athletic Gray, Four (4) Color Logo, Embroidered.	Harriton M26SP	\$18.77
2.	Men's (Utility) Uniform Shirt , short sleeve (Blend). (Sizes: S-5XL). Gray, Four (4) Color Logo, Embroidered.	Red Kap SP24GY	16.64
3.	Men's (Utility) Uniform Shirt , long sleeve (Blend). (Sizes: S-5XL). Gray, Four (4) Color Logo, Embroidered.	Red Kap SP14GY	18.91
4.	Woman's Work Blouse , short sleeve (Blend). (Sizes: 32-38). Gray, Four (4) Color Logo, Embroidered.	Red Kap SX21GY	28.03
5.	T-Shirt , with pocket, short sleeve (Cotton). (Sizes: S-5XL). Athletic Gray, Navy Blue Logo, Silk Screen.	Gildan G2300	9.77
6.	T-Shirt , without pocket, long sleeve (Cotton). (Sizes: S-5XL). Athletic Gray, Navy Blue Logo, Silk Screen.	Gildan G2400	9.68
7.	Performance T-Shirt , without pocket, short sleeve (Polyester). (Sizes: S-XL). Athletic Gray, Navy Blue Logo, Silk Screen.	Team 365 TT11	7.71
8.	Performance T-Shirt , without pocket, long sleeve (Polyester). (Sizes: S-5XL). Athletic Gray, Navy Blue Logo, Silk Screen.	Team 365 TT11L	9.56
9.	Dress Shirt , short sleeve (Poplin Blend). (Sizes: S-5XL). Light Gray, Four (4) Color Logo, Embroidered.	Edwards 1027	23.81
10.	Dress Shirt , long sleeve (Poplin Blend). (Sizes: S-5XL). Light Gray, Four (4) Color Logo, Embroidered.	Edwards 1077	26.44
	<u>PANTS</u>		
11.	Men's Work Pant , regular cut (Cotton). (Sizes: 28-50). Navy Blue / Beige Khaki.	Dickies WP31DN	28.34
12.	Men's Work Pant , loose fit (double knee) (Blend). (Sizes: 28-50). Navy Blue / Beige Khaki.	Dickies LP56DN	28.39
13.	Painter's Pant , "Dickies" brand only (Cotton). (Sizes: 28-50). White.	Dickies 2953WH	26.23
	<u>SHORTS</u>		
14.	Men's Work Shorts , regular cut (Cotton). (Sizes: 28-48). Navy Blue / Beige Khaki.	Red Kap PC26NV	20.12
15.	Painter's Shorts , "Dickies" brand only (Cotton). (Sizes: 28-48). White.	Dickies 2953WHS	31.95
	<u>BALL CAPS</u>		
16.	Ball Cap , solid top style, (sizes: Fit All). Navy or Gray.	Port Authority C913	8.53
17.	Ball Cap mesh top style, (sizes: Fit All). Navy or Gray.	Port Authority C911	8.02
	<u>JACKET</u>		
18.	Windbreaker, Jacket, Unisex , (Nylon & Cotton). (Sizes: XS-5XL). Navy Blue, Silver Logo, Embroidered.	Augusta 3100	22.83
	<u>SWEATSHIRTS</u>		
19.	Sweatshirt (Blend). (Sizes: S-5XL). Athletic Gray, Navy Blue Logo, Embroidered.	Gildan G180	13.21
20.	Sweatshirt, Jacket , (Blend). (Sizes: S-5XL). Athletic Gray, Navy Blue Logo, Embroidered.	Gildan G186	25.64

Group (2): Warehouse Department

Item #	Description	Manufacturer & Item #	Unit Price
	<u>SHIRTS</u>		
1.	Polo Shirt (Unisex) , with pocket (Blend). (Sizes: S-4XL). Royal Blue, Four (4) Color Logo, Embroidered.	Port Authority K500P	\$17.64
2.	Men's (Utility) Uniform Shirt , short sleeve (Blend). (Sizes: S-2XL). Light Blue, Four (4) Color Logo, Embroidered.	Red Kap SP24LB	16.64
3.	Men's (Utility) Uniform Shirt , long sleeve (Blend). (Sizes: S-2XL). Light Blue, Four (4) Color Logo, Embroidered.	Red Kap SP14LB	18.91
4.	Woman's Work Blouse , short sleeve (Blend). (Sizes: 32-38). Light Blue, Four (4) Color Logo, Embroidered.	Red Kap SP23MB	18.20
5.	Dress Shirt , short sleeve (Poplin Blend). (Sizes: S-3XL). Light Blue, Four (4) Color Logo, Embroidered.	Edwards 1027	23.81
6.	Dress Shirt , long sleeve (Poplin Blend). (Sizes: S-3XL). Light Blue, Four (4) Color Logo, Embroidered.	Edwards 1077	26.44
7.	T-Shirt , with pocket, short sleeve (Cotton). (Sizes: S-3XL). Navy Blue, Silver Logo, Silk Screen.	Gildan G2300	9.77
8.	T-Shirt , without pocket, long sleeve (Cotton). (Sizes: S-3XL). Navy Blue, Silver Logo, Silk Screen.	Gildan G2400	9.68
9.	Performance T-Shirt , without pocket, short sleeve (Polyester). (Sizes: S-3XL). Royal Blue, Silver Logo, Silk Screen.	Team 365 TT11	7.71
10.	Performance T-Shirt , without pocket, long sleeve (Polyester). (Sizes: S-3XL). Royal Blue, Silver Logo, Silk Screen.	Team 365 TT11L	9.56
	<u>PANTS</u>		
11.	Men's Work Pant , without pleats (Cotton). (Sizes: 28-50). Navy Blue / Beige Khaki.	Dickies WP31DN	28.34
12.	Woman's Work Pant , without pleats (Blend). (Sizes: 4-24). Navy Blue / Beige Khaki.	Dickies FP21DN	25.35
	<u>SHORTS</u>		
13.	Men's Work Shorts , regular cut (Cotton). (Sizes: 28-42). Navy Blue / Beige Khaki.	Red Kap PC26NV	20.12
14.	Women's Work Shorts , without pleats (Blend). (Sizes: 4-24). Navy Blue / Beige Khaki.	Dickies FR22DN	20.12
	<u>BALL CAPS</u>		
15.	Ball Cap , solid top style, (Sizes: Fit All). Navy or Gray.	Port Authority C913	8.53
16.	Ball Cap mesh top style, (Sizes: Fit All). Navy or Gray.	Port Authority C911	8.02
	<u>JACKET</u>		
17.	Windbreaker, Jacket, Unisex , (Nylon & Cotton). (Sizes: XS-XL). Navy Blue, Silver Logo, Embroidered.	Augusta 3100	22.83
	<u>SWEATSHIRT</u>		
18.	Sweatshirt (Blend). (Sizes: M-3XL). Athletic Gray, Navy Blue Logo, Embroidered.	Gildan 180	13.21
19.	Sweatshirt, Jacket (Blend). (Sizes: M-3XL). Navy Blue, Silver Logo Embroidered or Athletic Gray, Navy Blue Logo, Embroidered.	Gildan 186	25.64

Group (3): Plant Operations

Item #	Description	Manufacturer &Item #	Unit Price
	<u>SHIRTS</u>		
1.	T-Shirt , with pocket, short Sleeve (Cotton). (Sizes: S-5XL). Sand, Black Logo, Silk Screen.	Gildan G2300	\$9.77
2.	T-Shirt , without pocket, long sleeve (Cotton). (Sizes: S-5XL). Sand, Black Logo, Silk Screen.	Gildan G2400	9.68
3.	Performance T-Shirt , without pocket, short sleeve (Polyester). (Sizes: S-5XL). Carolina Blue (Light Blue or Sky Blue) and Prairie Dust (Sand), Black Logo, Silk Screen.	Team 365 TT11	7.71
4.	Performance T-Shirt , without pocket, long sleeve (Polyester). (Sizes: S-5XL). Carolina Blue (Light Blue or Sky Blue) and Prairie Dust (Sand), Black Logo, Silk Screen.	Team 365 TT11L	9.56
5.	Performance Polo Shirt, Unisex , without pocket, short sleeve (Polyester). (Sizes: S-5XL). Carolina Blue (Light Blue or Sky Blue) and Prairie Dust (Sand), Black Logo, Silk Screen.	Team 365 TT21	15.68

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 23-060-016

Bid Title: Motor Vehicle Parts: Truck & Bus
OEM

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/23/24 thru 10/22/25 ☐ N/A - One Time Purchase

Contract Value: \$ 1,350,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	0	6-months	1 - year	

** Rationale/Reason*

This contract provides OEM parts for the repair and maintenance of district school buses and large trucks.

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: T. Mark Hagewood **Buyer:** Angelo Molfetta, NIGP-PPA
Title: Director, Transportation Department Purchasing Analyst

Recommended award by vendor as follows: (see attached)

Contractor Name: Florida Transportation Systems, Inc.
Address: 6041 Orient Rd
Tampa, FL 33610
Phone: (813) 789-0881
Contact: Doug Revelle
Email: drevelle@fts4buses.com
Vendor ID: 875

Contractor Name: Sunstate International Trucks
Address: 6020 Adamo Drive
Tampa, FL 33619
Phone: (813) 621-1331 x1066
Contact: Matt Belmore
Email: matthew.belmore@sunstateintl.com
Vendor ID: 2162

Contractor Name: Matthews Bus Alliance Inc.
Address: 4802 W. Colonial Dr
Orlando, FL 32808
Phone: (800) 330-1175
Contact: Glen Provenzano
Email: gprovenzano@matthewsbusesflorida.com
Vendor ID: 35157

FLORIDA TRANSPORTATION SYSTEMS, INC. (V-875)

Category I – Blue Bird

Bid Pricing: Deduct 10.00% from retail

SUN STATE INTERNATIONAL TRUCKS, INC. (V-2162)

Category II – Caterpillar

Bid Pricing: Add 10.00% to Dealer Net Price

Category III – Cummins

Bid Pricing: Add 10.00% to Dealer Net Price

Category IV – Navistar/International

Bid Pricing: National Fleet Add 3.00% to Dealer Net Price

MATTHEWS BUS ALLIANCE INC. (V-35157)

Matthews Bus is the sole authorized vendor in Pinellas County for Category V (Thomas /Freightliner) of this contract.

Category V – Thomas/Freightliner

Bid Pricing: Fleet Pricing

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Contract No: 24-060-02

Title: Motor Vehicles Brake Parts

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/28/24 thru 10/27/25 ☐ N/A - One Time Purchase

Contract Value: \$ 175,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

Rationale/Reason

This contract provides brake parts for the repair and maintenance of district-owned vehicles and equipment.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: T. Mark Hagewood **Buyer:** Angelo Molfetta, NIGP-PPA
Title: Director, Transportation Department Purchasing Analyst

The following vendors were awarded the bid for **Motor Vehicle Brake Parts**. They are listed in ascending numerical order by their TERMS vendor number. See detailed pages to follow for ordering information on the specific item(s) they were awarded.

Contractor Name: The Parts House
Address: 6868 118th Avenue
Largo, FL 33773
Contact: Richard Kilpatrick
Phone: 727-573-1580 ext.3818
Email: rkilpatrick@thepartshouse.com
Vendor ID: 1704

Contractor Name: Fleet Acquisitions LLC d.b.a. Fleet Products
 Address: 6510 Golden Groves Lane
 Tampa, FL 33610
 Contact: Bob Palm
 Phone: 813-621-1734
 Email: bpalm@fleetproducts.com
 Vendor ID: 7501

Provide and deliver Motor Vehicle Brake Parts county-wide at firm net discounts. The discounts as awarded are to be deducted from the manufacturer's price lists and shall apply to other like items supplied by such manufacturer, that are not specifically listed here, which may also be purchased during the contract period.

Section I – Passenger Car & Light Truck Brake Parts

PARTS HOUSE (V-1704)

Brake Pads, Brake Shoes, Rotors, Drums, Master Cylinders, Brake Hoses and Lines, Calipers, Wheel Cylinders, Brake Hardware Kits, Power Boosters, Hydro-Boosters and related items.

Note: Part numbers with the letter "R" designate a remanufactured part.

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
MKD1328 Brake Pad	Powerstop	17-1328	53%
MKD459 Brake Pad	Powerstop	17-459	53%
MKD1066 Brake Pad	Powerstop	17-1066	53%
MKD748 Brake Pad	Powerstop	17-748	53%
MKD1083 Brake Pad	Powerstop	17-1011	53%
MKD1012 Brake Pad	Powerstop	17-1012	53%
PDR0613 Brake Drum	Centric	123.67002	63%
R451 Brake Shoes	Powerstop	451R	60%
R452 Brake Shoes	Powerstop	452R	60%
R357 Brake Shoes	Powerstop	357R	60%
145134 Front Rotor	Powerstop	AR8627	60%
145191 Front Rotor	Powerstop	AR8155SCR	51%

Section I – Passenger Car & Light Truck Brake Parts (cont.)

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
140619 Brake Drum	Centric	121.66030	63%
13252 Master Cylinder (New)	MPA	NM2739	60%
R12717 Master Cylinder (Remanufactured)	MPA	M2535	60%
R55688 Brake Caliper	Centric	141.66020	63%
R55687 Brake Caliper	Centric	141.66019	63%
78548 Brake Hose	Sunsong	2203110	50%
33708 Wheel Cylinder	Centric	134.66013	65%
R2771791 Brake Booster (Remanufactured)	A1-Cardone	52-7336	55%
H7055 Rear Drum Hardware Kit	Carlson	H7055	60%

Section II – Medium/Heavy Duty Truck, Bus & Trailer Brake Parts

FLEET PRODUCTS (V-7501)

Brake Shoes and Linings, Stop Box Kits including hardware, Brake Pads, Brake Drums, rotors, Brake Chambers, Air Driers, Air compressors, Valves, Air Lines and Hoses, Slack Adjusters, Hardware Kits and related items.

Note: Part numbers with the letter “X” designate a remanufactured part.

Description and Item Number	Manufacturer Bid	Item Number Bid	Discount Percent
Stop Box Kit KSMA2124702QP	Meritor	KSMA2124702QP	64.28%
Stop Box Kit KSMA2124707QP	Meritor	KSMA2124707QP	64.28%
Stop Box Kit KSMA3124720QP	Meritor	KSMA3124720QP	64.28%
Brake Drum ZBR3600AX	Conmet	10009830	72.83%
Brake Drum ZBR3721AX	Conmet	10081828	72.83%
Brake Drum ZBR66843X	Gunite	66843B	73.65%
Brake Drum ZBR3800X	Conmet	10009920	74.23%
Brake Drum ZBR3687X	Conmet	10033071	72.83%
Air Compressor 5014144X	Haldex	5014144X	45.87%
Air Compressor 5011016X	Haldex	5011016X	65.04%
Air Compressor 5004613X	Haldex	5004613X	63.96%
AD-9 Air Drier Desiccate 107794X	Haldex	107794X	61.99%

Section II – Medium/Heavy Duty Truck, Bus & Trailer Brake Parts (cont.)

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
AD-9 Purge Valve Kit 5005037	Bendix	5005037	58.70%
Air Compressor 5014144X	Haldex	5014144X	63.96%
Quick Release Valve 229860X	Bendix	OR2298960X	63.90%
PPI Valve BX800142	Haldex	800034X	65.04%
Governor 275491X	Haldex	MCP18530	63.48%
Brake Chamber 30/30	Bendix	NT3030STD78	70.59%
Brake Chamber Long Stroke 30/30	Proline Heavy Duty	3030LSTP	67.64%
S-Cam Repair Kit E-2086B	Meritor	KIT9078	68.74%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 24-060-028

Bid Title: Petroleum Lubricants & Antifreeze

Original Bid No:

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/28/24 thru 10/27/25 ☐ N/A - One Time Purchase

Contract Value: \$ 125,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	1	6-months	1 - year	

* Rationale/Reason

This contract provides petroleum lubricants and antifreeze for the repair and maintenance of district-owned vehicles and equipment.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: T. Mark Hagewood **Buyer:** Angelo Molfetta, NIGP-PPA
Title: Director, Transportation Department Purchasing Analyst

Contractor Name: Best Line Oil Company, Inc.
Address: 219 North 20th Street
Tampa, FL 33605
Contact: Larry McGary
Phone: 914-720-3843
Email: larry.mcgary@bestlineoil.com
Vendor ID: 32616

Contractor Name: Palmdale Oil Company, LLC
Address: 911 North 2nd Street
Ft. Pierce, FL 34950
Contact: Scott Realander
Phone: 813-235-5591 Ext.617
Email: srealander@palmdaleoil.com
Vendor ID: 30705

Recommended award by vendor as follows:

Provide and deliver petroleum lubricants and anti-freeze, county wide, on an as needed basis in accordance with bid specifications. Prices are firm for the contract period. No drum deposits are required.

BEST LINE OIL COMPANY, INC. (V-32616)

Category I – Petroleum Lubricants

Item Number	Description	Brand	Unit of Measure	Unit Price
1	Oil, Motor, 15W-40	Intrepid	Bulk (Gallons)	\$9.97
1B	Oil, Motor, 5W-30 Synthetic Blend	Intrepid	Bulk (Gallons)	\$6.95
2A	Oil, Motor, 30W	66 T5X	Quart	\$4.92
2B	Oil, Motor, 40W	66 T5X	Quart	\$4.92
2C	Oil, Motor, 15W-40	66 Guardol	Quart	\$5.25
2D	Oil, Motor, 5W-20 Synthetic Blend	66 Shield	Quart	\$3.20
3	Grease, Multi-Purpose Tacky	Total Ceran	400 lb. Drum	\$1,775.00
4	Grease, Wheel Bearing	Total Multis Complex	400 lb. Drum	\$1,680.00
5	Oil, Hydraulic	Intrepid	55-Gallon Drum	\$420.75
6A	Automatic Transmission Fluid Dexron III	Intrepid Pura Globe	55-Gallon Drum	\$640.00
6B	Automatic Transmission Fluid, Allison TranSynd or equal	Shell Spirax	55-Gallon Drum	\$2,291.00
7	Gear Lubricant, EP, Multi-Purpose	Total MDL	55-Gallon Drum	\$877.25

PALMDALE OIL COMPANY, LLC (V-30705)

Category II – Anti-Freeze

Item Number	Description	Brand	Unit of Measure	Unit Price
8A	Extended Life 50/50 Premix w/ Nitrate	Peak	55-Gallon Drum	\$405.25
8B	Extended Life, Dex Cool 50/50 Premix	Peak	55-Gallon Drum	\$459.00
8C	Winter/Summer Coolant and Conditioner 50/50 Premix	Chem 1	55-Gallon Drum	\$269.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 22-968-256

Bid Title: Casework: Design and Install

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/27/24 thru 09/26/25 ☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
		6-months	- year	

*** Rationale/Reason**

This contract secures pricing for casework removal, design and installation throughout the district.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

RICH MAID CABINETS, INC.

Provide casework as needed district wide including demolition, design and installation.

Description	UOM	Unit Price
Base Cabinet (PLAM)	(1) LF.	\$170.00
Countertop (PLAM)	(1) LF.	\$70.00
Finished Back Panel	(1) EA.	\$350.00
Transaction Counter (PLAM)	(1) LF.	\$165.00
Cabinet with Horizontal Dividers	(5) EA.	\$245.00
Full Extension File Drawers	(1) EA.	\$465.00
Miscellaneous Materials list below		
Knee Wall with wire chase & removable panels		\$225.00/LF

Labor rates:

	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Trip Charge</u>
Tradesman	\$50.00	\$58.00	\$100.00
Supervisor	\$65.00	\$76.00	\$150.00

Description of Work:	Cost per Linear Foot
Installation	92.00/LF.
Demolition	65.00/LF.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 23-265-074

Bid Title: Blinds: Mini, Vertical and Roller Shades Installed

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☒ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 12/13/23 thru 12/12/24 ☐ N/A - One Time Purchase

Contract Value: \$ 625,000.00 (revised amount)

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

* Rationale/Reason

This contract was board-approved on December 12, 2023, for \$475,000. This request to increase the Blinds, Mini and Vertical contract by an additional \$150,000 will expedite the replacement of these security-related items.

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Countywide
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

FLOORING WORX, INC.

Provide labor and materials to replace blinds district wide.

VERTICAL BLINDS

AND

INSTALLATION

SIZE RANGE

<u>(inches)</u>		<u>UNIT COST</u>
• 18 x 50 through 18 x 144	\$ 9.70	<u>/sq. ft.</u>
• 25 x 50 through 25 x 144	\$ 9.03	<u>/sq. ft.</u>
• 48 x 50 through 48 x 144	\$ 8.91	<u>/sq. ft.</u>
• 72 x 50 through 72 x 144	\$ 8.85	<u>/sq. ft.</u>
• 96 x 50 through 96 x 144	\$ 8.71	<u>/sq. ft.</u>
• 120 x 50 through 120 x 144	\$ 8.62	<u>/sq. ft.</u>
• 144 x 50 through 144 x 144	\$ 8.26	<u>/sq. ft.</u>
• 168 x 50 through 168 x 144	\$ 8.13	<u>/sq. ft.</u>
• 192 x 50 through 192 x 144	\$ 7.92	<u>/sq. ft.</u>

UNIT PRICES

• Removal of existing treatment, verticals	\$8.44	/blind
• Re-installation of existing treatment, verticals	\$4.95	/blind
• Valance with dust cover, installed, verticals	\$23.85	/lin. ft.
• Disposal of existing vertical blinds off site	\$10.92	/blind
• Miscellaneous Repairs as needed	\$135	/hour
• Emergency Repairs (within 24hr response)	\$300	/hour

*Trip Charges included in rate

Manufacturer & Model of Product Bid: Graber G-71 Super-Vue Vertical Blinds

Note: Trip charges must be included in the unit cost of all blinds.

MINI BLINDS AND INSTALLATION

SIZE RANGE (inches) UNIT COST

- | | | |
|------------------------------|----------|----------|
| • 18 x 50 through 18 x 120 | \$ 10.78 | /sq. ft. |
| • 48 x 50 through 48 x 120 | \$ 10.38 | /sq. ft. |
| • 72 x 50 through 72 x 120 | \$ 8.62 | /sq. ft. |
| • 96 x 50 through 96 x 120 | \$ 8.04 | /sq. ft. |
| • 120 x 50 through 120 x 120 | \$ 7.63 | /sq. ft. |

UNIT PRICES

- | | | |
|--|---------|--------|
| • Removal of existing treatment, mini blinds | \$8.44 | /blind |
| • Re-installation of existing treatment, mini blinds | \$4.95 | /blind |
| • Disposal of existing mini blinds off site | \$10.92 | /blind |
| • Miscellaneous Repairs as needed | \$135 | /hour |
| • Emergency Repairs (within 24hr response) | \$300 | /hour |

Manufacturer & Model of Product Bid: Bali S3000 1" Mini Blinds

ROLLER SHADES

SIZE RANGE (inches)

UNIT COST

• 18x50through 18x 144	\$ 10.45	<u>/sq. ft.</u>
• 25 x 50 through 25 x 144	\$ 10.77	<u>/sq. ft.</u>
• 48 x 50 through 48 x 144	\$ 10.66	<u>/sq. ft.</u>
• 72 x 50 through 72 x 144	\$ 10.59	<u>/sq. ft.</u>
• 96 x 50 through 96 x 144	\$ 10.46	<u>/sq. ft.</u>
• 120 x 50 through 120 x 144	\$ 10.37	/sq. ft.
• 144 x 50 through 144 x 144	\$ 10.01	/sq. ft.
• 168 x 50 through 168 x 144	\$ 9.87	/sq. ft.
• 192 x 50 through 192 x 144	\$ 9.67	/sq. ft.

UNIT PRICES

• Removal of existing treatment, shade	\$8.44	/shade
• Re-installation of existingtreatment, shade	\$4.95	/shade
• Disposal of existing treatment off site	\$10.92	/shade
• Miscellaneous Repairs asneeded	\$135	/hour
• Emergency Repairs (within 24hr response)		
Trip Charges Included in rate		

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 23-968-029

Bid Title: Plumbing Services

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/27/24 thru 09/26/25 ☐ N/A - One Time Purchase

Contract Value: \$ 800,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term 6-months	☐ Length of Each Term - year	☒ None

*** Rationale/Reason**

This contract provides fixed pricing for emergency and non-emergency plumbing services throughout the district.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

The scope of work includes a qualified Florida Licensed Plumbing “Contractor” to provide all labor, materials, equipment and supervision necessary to perform plumbing services for the school district. The repairs are not limited to the installation of PVC, steel pipe, copper pipe, copper tubing pipe valves and fittings. This includes various typical plumbing fixtures needed at various facilities, countywide per specifications.

Contractor:	<i>Alter Plumbing</i>	<i>Ackerman Plumbing</i>	<i>C. Lacey Plumbing</i>
<i>Plumbing Services</i>	<i>Hourly Rates</i>	<i>Hourly Rates</i>	<i>Hourly Rates</i>
Standard hourly rate	\$125.00	\$102.06	\$160.00
Standard helper hourly rate	\$75.00	\$75.04	\$90.00
Standard laborer hourly rate	\$25.00	\$40.25	\$90.00
Overtime hourly rate	\$156.25	\$129.66	\$240.00
Overtime helper hourly rate	\$93.75	\$94.30	\$135.00
Overtime laborer hourly rate	\$31.25	\$54.62	\$135.00
Emergency hourly rate	\$250.00	\$129.66	\$280.00
Emergency helper hourly rate	\$150.00	\$94.30	\$157.50
Emergency laborer hourly rate	\$50.00	\$54.62	\$157.50
Percentage over cost for materials	15%	15%	15%

	<i>Alter Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$2295.00
Sewer Line Camera	2	\$350.00
Excavator	1	\$750.00
	<i>Ackerman Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$275.00
Sewer Line Camera	3	\$225.00
Excavator	9	\$325.00
	<i>C Lacey Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$500.00
Sewer Line Camera	2	\$400.00
Excavator	0	\$900.00

- **Standard hours 8a-5p**
- Overtime outside of normal operation hours
- Emergency hours, emergency calls from the coordinator
- PCSB does not cover travel time

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Bid No: 24-TM-005

Bid Title: HVAC Repairs and Services

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☒ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/28/24 thru 09/27/25

☐ N/A - One Time Purchase

Contract Value: \$ 5,000,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**

This contract secures pricing for labor, material and equipment for general, specialized and emergency repairs for HVAC services throughout the district.

Bidders Solicited: 456 Bids Received: 7 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide all labor, materials, equipment and supervision to perform general, specialized and emergency repairs for HVAC services, on an as needed basis, county wide. The district shall reserve the right to supply all refrigerant and any parts or equipment in excess of \$700.00. This contract shall also establish firm fixed hourly labor rates and firm percentages of cost- plus mark-up on materials and supplies.

Service Rates and Percentages			Air Mechanical & Service Corp	B&I Contractors	Ca rri er	Mechanical Services of Central Florida - MSI	Morgan Commercial Air Conditioning LLC	Weatherproofing Technologies Inc
Line Item	Description	Unit of Measure	Cost	Cost	Cost	Cost	Cost	Cost
	Straight Time (M-F 7:00 am to 4:00 pm)							
1	Journeyman Mechanic	hourly	\$92.00	\$115.00	\$155.00	\$126.00	\$95.00	\$90.00
	Straight Time (M-F 7:00 am to 4:00 pm) Helper							
2	Mechanic	hourly	\$72.00	\$95.00	\$0.00	\$113.00	\$85.00	\$65.00
	Nights and Weekends /							
3	Journeyman Mechanic	hourly	\$118.00	\$172.50	\$232.00	\$189.00	\$145.00	\$135.00
	Nights and Weekends /							
4	Journeyman Helper	hourly	\$108.00	\$142.50	\$0.00	\$169.50	\$135.00	\$97.50
	Cost for Additional Services and Percentages:							
	• Mobilization, per	per						
5	project, as warranted	project	\$0.00	\$50.00	\$0.00	\$100.00	\$10,000.00	\$1,500.00
	• Auditorium personnel							
6	lift/upright lifts	per day	\$175.00	\$65.00	\$535.00	\$865.00	\$900.00	\$200.00
	• Scaffolding, up to 60							
7	feet	per week	\$100.00	\$65.00	\$900.00	\$880.00	\$3,000.00	\$1,500.00
	• Scissors Lift							
8	• Equipment to include, but not limited to: Jackhammer, street saws, mud pumps, generators, temporary lighting, cranes etc. (Cost plus % mark up, invoices to be submitted upon request)	per day	\$310.00	\$300.00	\$535.00	\$635.00	\$900.00	\$300.00
	• Percentage Mark Up on Manufacturer's wholesale price for parts and materials, regardless of Manufacturer (cost plus mark-up %) Invoices to be submitted upon request.	percent	\$25.00	\$15.00	\$10.00	\$20.00	\$15.00	\$30.00
9								
10		percent	\$25.00	\$20.00	\$15.00	\$20.00	\$15.00	\$30.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Contract No: 25-936-025

Title: HVAC OEM Service Agreement

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☒ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/29/24 thru 09/28/25 ☐ N/A - One Time Purchase

Contract Value: \$ 245,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term 6-months	☐ Length of Each Term - year	☒ None

Rationale/Reason

This OEM service agreement covers parts, labor and service calls for work to be done on chillers districtwide due to acts of nature, vandalism and other conditions not covered by the full maintenance service agreement.

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Countywide
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Provide all labor, parts and materials to perform routine and emergency repairs and upgrades on an *as needed basis*, county wide, per agreements.

1. CARRIER CORPORATION (V-2612)

- **ESTIMATED ANNUAL TOTAL: \$ 50,000.00**

Labor Rates

Hourly Rates

Regular Time \$190.00/man hour
Overtime \$285.000/man hour
Sundays/Holidays \$380.00/man hour

List Price Parts Discount Multiplier: **.90**

2. JOHNSON CONTROLS, INC. (V-1219)

- **ESTIMATED ANNUAL TOTAL: \$ 50,000.00**

<u>Labor Rates</u>	<u>Regular Time Labor</u>	<u>Overtime Labor</u>	<u>Double Time/Holidays Labor</u>
Chiller Mechanic	\$ 169.00/man hour	\$254.00/per man hour	\$338.00/per man hour
HVAC/ General Mechanical	\$136.00/man hour	\$203.00/ per man hour	\$271.00/per man hour
Controls Technician	\$225.00/man hour	\$337.00/per man hour	\$450.00/per man hour
Security & Fire Technician	\$196.00/man hour	\$294.00/per man hour	\$392.00/per man hour

List Price Parts Discount Multiplier: **Cost multiplied by 1.40**
Sub-Contractor: **Cost multiplied by 1.30 mark-up**
Zone charge: **\$95.00 flat fee**

3. TRANE US, INC (V-22980)

- **ESTIMATED ANNUAL TOTAL: \$ 95,000.00**

<u>Labor Rates</u>	<u>Mechanical</u>	<u>Building Automation System Service</u>
Regular Time	\$ 186.00/man hour	\$194.00 /man hour
Overtime	\$279.00/man hour	\$291.00/ man hour
Holidays	\$337.50/man hour	\$337.50/man hour

List Price Parts Discount Multiplier: **.95**

4. DAIKIN APPLIED (V-31793)

- **ESTIMATED ANNUAL TOTAL: \$ 50,000.00**

Labor Rates

Regular Time	\$178.20/man hour
Overtime	\$267.30/man hour
Holidays	\$356.40/man hour

List Price Parts Discount: **10% off list** Mark-up on any other part **.34%**

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 24, 2024**

Contract No: 25-968-026

Title: Professional Service: Engineering and Consulting

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☒ Request/Qualifications ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period:

☒ N/A - One Time Purchase

Contract Value: \$ 65,993.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☐ None
	6-months	1 - year	

Rationale/Reason

This firm was selected from the Continuing Contract, RFQ#21-906-285, board-approved on October 10, 2023, and will provide Engineering and Consulting services for the demolition of building one at the former Curtis Fundamental site.

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Old Curtis Fundamental School

Title: Director, Purchasing Department

Requested By: Michael Hewett

Buyer: Christine Roney

Title: Director, Maintenance Department

Firm Name: Stantec Consulting Services, Inc.
Address: 3905 Crescent Park Dr., Riverview, FL 33773
Phone: (813)-712-2934
Email: Paul.Jones@stantec.com
Vendor ID: #41580

Sent Via Email: HewettM@pcsb.org

August 16, 2024

Attention

Pinellas County Schools

Mike Hewett
Director of Maintenance and Warehouse
Walter Pownall Service Center
11111 South Belcher Road, Florida 33773

Reference: Professional Services Proposal – Old Curtis Fundamental School/Palmetto Elementary School Building Demolition Project, Pinellas County, Florida

Dear Mike Hewett

Pursuant to your request for services, Stantec Consulting Services Inc. (Stantec) is pleased to provide the following Scope of Services and fees concerning the Old Curtis Fundamental School/Palmetto Elementary School Building (Palmetto Elementary School) Demolition Project in Clearwater, Pinellas County, Florida.

1.0 OVERVIEW

Pinellas County Schools (client) requests Cultural Resource support for the proposed demolition of the Palmetto Elementary School building in advance of the locations planned redevelopment as a memorial site. The Palmetto Elementary School building is located at 1210 Holt Ave, Clearwater, Pinellas County, Florida. Built in 1962, the school building was closed in 2008 and has since been non-operational. Stantec notes that the school building occupies a significant portion of the 1.54-acre historic North Greenwood Cemetery (PI13947) and extends south beyond the cemetery boundary. The North Greenwood Cemetery was in active operation from 1940 to the early 1950s when it was reported to have undergone a burial relocation process in 1954. In 2021, human remains were confirmed within the cemetery boundaries. However, no aboveground cemetery features remain, and the land is now covered by the school building, paved parking lots, sidewalks and a section of city-owned Holt Avenue.

Archaeological investigations at North Greenwood Cemetery were carried out by Stantec, on behalf of the City of Clearwater, beginning with ground penetrating radar survey in February of 2020 followed by ground truthing between February 1, 2021, and February 12, 2021. The project successfully delineated the boundaries of the cemetery, confirmed that the majority of the graves are intact, and gathered archaeological evidence of the removal of at least one burial. In addition, the archaeological results identified a burial abutting the footer of the school building. These findings provide further evidence that additional burials likely extend below the footprint of the building. North Greenwood Cemetery is protected under Florida Statute Ch.872. Demolition of the Palmetto Elementary School building within North Greenwood Cemetery should be carefully planned in coordination with a qualified demolition engineer.

Human remains and human burials are protected by law in the State of Florida on public and private land. Florida Statute Ch.872, entitled Offenses Concerning Dead Bodies and

Reference: Professional Services Proposal – Old Curtis Fundamental School/Palmetto Elementary School Building Demolition Project, Pinellas County, Florida

Graves, is Florida's Human Burial law. Ch.872.02 provides explanations of the prohibited practices, penalties, and applications of the law related to burials. As such, any potential building demolition should be carried out following a detailed written plan as developed between the demolition engineer and archaeologists who meet the Secretary of Interior standards.

Stantec recommends a two phased approach to this project. Phase 1 will include all pre-demolition work. Phase 2 will include acquiring any permits that may be required along with execution of all demolition work. This document addresses Phase 1 work only. During Phase 1, Stantec's cultural resources group proposes the development of a comprehensive and specific work plan in collaboration with Stantec engineers. The work plan will serve to guide the demolition work within and outside of the historic cemetery boundaries, which will incorporate measures to mitigate potential disturbance of burials. The work plan will also ensure the removal of the built environment located above the historic cemetery is compliant with state and federal standards in support of the cultural resource requirements. This pre-demolition phase of work will also include a demolition contractor Request for Proposal (RFP), bid evaluation, and contractor selection. Combining the work plan and RFP within Phase 1 ensures accurate cost estimates and expedites execution of Phase 2 demolition work.

We recommend that Pinellas County Schools work with the City of Clearwater to coordinate the abandonment of city-owned utilities that pass beneath the cemetery and disconnection of utilities to the former school building. Abandoned utilities in the vicinity of the cemetery will need to be cut and capped outside of the cemetery on either end then rerouted around the cemetery boundary. In place abandonment of utilities should take into consideration the results of archaeological survey, so that any utilities excavation can take place in areas where graves are not thought to exist. Excavation to reach utilities within or adjacent to the cemetery boundaries should be monitored by a professional archaeologist.

Preliminary scoping indicates that the project will require upfront and ongoing coordination among Stantec, the client, the City of Clearwater, descendants, and demolition contractors. Stantec understands that Pinellas County Schools requests that demolition work within the cemetery boundaries should leave all trees and building footers in place, as recommended in the previous archaeological ground truthing report. Pinellas County Schools requests that paved parking lots, sidewalks and walkway shelters be removed. Based on our team's prior work at North Greenwood Cemetery, Stantec considers the proposed project to represent a moderate-to-high probability of potential impact to human remains. Therefore, Stantec anticipates drafting a work plan in collaboration with contractors and stakeholders to minimize and avoid impacting the burials within North Greenwood Cemetery.

2.0 SCOPE OF SERVICES

Stantec will:

1. Phase 1: Pre-Demolition
 - a. Project management and meetings, including consultation with client, engineer team, descendants, and other stakeholders.
 - b. Identification of Regulatory Compliance and Permits: Coordination with local, state, and federal agencies related to demolition and cultural resources permitting.

Reference: Professional Services Proposal – Old Curtis Fundamental School/Palmetto Elementary School Building Demolition Project, Pinellas County, Florida

- c. Consultation with Client, City of Clearwater, and other stakeholders regarding impacted utilities and utility rerouting planning.
- d. Conduct site planning visit(s).
- e. Develop archaeological work plan and contractor RFP, scope/budget considerations, and relevant contractor selection criteria for inclusion in the bid package. (4 weeks)
- f. Contractor bidding: site bid walkthrough, bid evaluation and contractor selection. (5-6 weeks).

3.0 COMPENSATION

Services will be provided on a fixed-fee basis, invoiced upon submission of the draft report. The professional fee for completing the scope of work is \$65,993.

4.0 GENERAL CONDITIONS AND UNDERSTANDING

- 4.1 All work as described in Section 2.0 will be accomplished on a fixed-fee basis. These services will be billed at the time they are performed.
- 4.2 All services not specified in this proposal are specifically excluded from the above Scope of Services.
- 4.3 Draft Work plan shall be subject to review and comment by appropriate parties prior finalizing work plan and commencing demolition work.
- 4.4 Stantec assumes building footers, utilities, and trees will be left in place. Subject to consultation with demolition engineer.
- 4.5 Stantec assumes any hazardous material survey and remediation required by State and Federal regulations (e.g., abatement of asbestos) will be completed by the client prior to demolition.
- 4.6 Stantec assumes no structural engineering is required.
- 4.7 Based on funding information provided by the client, Stantec assumes no consultation is required under Section 106 of the NHPA and is therefore not included as part of this scope.
- 4.8 Stantec recommends utilities be capped and abandoned outside the cemetery boundary and where necessary, rerouted outside the cemetery boundary to avoid ground disturbing activities within the cemetery.
- 4.9 Stantec is not responsible for utility locating on client and public property.
- 4.10 Stantec will coordinate and manage the contractor bidding process and will not follow a Client Bid process.
- 4.11 Upon receipt of a signed proposal, Stantec will commence work immediately. All services described herein are anticipated to be completed within a 90 business-day period.
- 4.12 The proposal is valid for 90 days.

**Reference: Professional Services Proposal – Old Curtis Fundamental School/Palmetto Elementary School
Building Demolition Project, Pinellas County, Florida**

Thank you for this request for professional services and the opportunity to be of service. We trust the information contained in this letter is consistent with your understanding. If this proposal is acceptable to you, please sign on the attached page and return to our office.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Julie Byrd". The signature is fluid and cursive, with the first name "Julie" and last name "Byrd" clearly distinguishable.

Julie Byrd, M.A., RPA
Cultural Resources Business Development Lead
Phone: (678) 360-6243
Julie.Byrd@stantec.com

A handwritten signature in blue ink that reads "Paul Jones". The signature is fluid and cursive, with the first name "Paul" and last name "Jones" clearly distinguishable.

Paul Jones, M.A., RPA
Principal, Cultural Resources Practice Lead
Phone: (813) 712-2934
Paul.Jones@stantec.com

**Reference: Professional Services Proposal – Old Curtis Fundamental School/Palmetto Elementary School
Building Demolition Project, Pinellas County, Florida**

ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of Services by Consultant, without the written consent of the Consultant.
2. Fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables.
3. Additional Services mutually agreed upon by Stantec and Client shall be billed monthly.
4. Client agrees to carefully read all billing invoices/statements and promptly notify Stantec, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the invoice/statement. If Stantec does not hear from client in writing, it is presumed that client agrees with correctness, accuracy, and fairness of the billing invoice/statement. Should the scope of the work be increased, client agrees to an increase in the fee based on the increased responsibility assumed, time to be expended, and liability to be incurred.
5. This Proposal/Agreement is open for acceptance by client for thirty (30) days from the date above, after which it will be withdrawn by Stantec and may be subject to renegotiation.
6. If this Proposal/Agreement satisfactorily sets forth client's entire understanding of the agreement, please sign the enclosed copy of this agreement in the space provided and return it to Stantec as authorization to proceed with the work.

7. Summary and Authorization

I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached Terms and Conditions. I also acknowledge that I have read, understand, and agree to the Terms and Conditions attached hereto and made a part of this Agreement. I warrant and represent that I am authorized to enter into this Agreement.

.....
Authorized Signature and Date

.....
Printed Name and Title

.....
Email

.....
Billing Address

.....
Phone and Extension

.....
Fax

.....
Project Address

Approved As To Form:



School Board Attorneys Office



CITY OF TARPON SPRINGS, FLORIDA

Tarpon Springs Fire Rescue

444 Huey Ave S.
Tarpon Springs, Florida 34689
(727) 938-3737
eminfo@tsfr.us

To: Honorable Mayor and Board of Commissioners
Thru: Charles Rudd, City Manager
Scott Young, Fire Chief
From: Megan Araya, MBA, CFM, EM Coord/FM Administrator
Re: Section 1206 Building Code and Floodplain Management Administration and Enforcement Interlocal Agreement for Hurricanes Helene and Milton
Date: October 30, 2024

Recommendation

Request the board to approve Memos of Understanding (MOU's) for Hurricanes Helene and Milton for entering into an interlocal agreement with Pinellas County for use of Section 1206 Building Code and Floodplain Management Administration and Enforcement.

Background

The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act ("DRRA"), as it relates to Federal Declaration DR-4828-FL ("Hurricane Helene") and Federal Declaration DR-4834-FL ("Hurricane Milton"). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

Section 1206, is a Floodplain Management / Building Code tool offered after a disaster. Floodplain Managers and Building Officials (departments) become overwhelmed by the workload resulting from the regulations FEMA/NFIP expects them to enforce. The 1206 provides services to help aid with these requests. It is only offered for 180 days after the disaster declaration has been made.

Attachments:

MOU between FDEM, City of Tarpon Springs, and Pinellas County, Hurricane Helene
MOU between FDEM, City of Tarpon Springs, and Pinellas County, Hurricane Milton
Interlocal Agreement between Pinellas County and City of Tarpon Springs for Substantial Damage Inspections and Assessment Data Entry

Documents reviewed by City Attorney Sharon Linsner, Esq.

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
CITY OF TARPON SPRINGS AND PINELLAS COUNTY**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("Division" or "FDEM"), Pinellas County ("County"), Florida, and the City of Tarpon Springs ("Municipality"), Florida, hereafter referred to collectively as "Parties." The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act ("DRRA"), as it relates to Federal Declaration DR-4834-FL ("Hurricane Milton"). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on October 5, 2024, the Governor issued Executive Order 24-214, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on October 5, 2024, Hurricane Milton made landfall as a Category 3 Hurricane with sustained winds of approximately 120 miles per hour, including Hernando County; and

WHEREAS, on October 11, 2024, the Federal Emergency Management Agency ("FEMA") issued Federal Declaration DR-4834-FL in response to Hurricane Milton, designating Pinellas County as one of several counties eligible for public assistance, including DRRA Section 1206 related projects; and

WHEREAS, Pinellas County is responsible for implementing emergency management programs within its borders and coordinating with municipalities inside the County, including the City of Tarpon Springs.

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within County limits, as applicable under DR-4834-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR--4834-FL.

- (3) FDEM shall be responsible for DRRA Section 1206 eligible Floodplain Management Administration and Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4834-FL.
- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within County limits, for eligible structures under DR-4834-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for the implementation and completion of the above activities within Municipality limits.
- (6) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on behalf of County and Municipality.
- (7) FDEM shall coordinate with County and Municipality as necessary to complete the above activities.
- (8) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (9) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (10) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (11) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (12) Each Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (13) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COUNTY:
Barry Burton
County Administrator
315 Court Street.
Clearwater, FL 33756
Telephone: (727) 464-3485
Email: bburton@pinellas.gov

MUNICIPALITY:
Charles Rudd
City Manager
324 E. Pine Street
Tarpon Springs, FL
Telephone: (727) 938-3711
Email: charlesrudd@ctsfl.us

- (14) This MOU is effective upon its execution by all Parties and may be modified only in writing upon agreement by all Parties. This MOU shall expire on April 9, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

COUNTY:
Pinellas County
By: Chairman or Designee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

MUNICIPALITY:
City of Tarpon Springs
By: Mayor or Designee

By: _____

Printed Name: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
CITY OF TARPON SPRINGS AND PINELLAS COUNTY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Division” or “FDEM”), Pinellas County (“County”), Florida, and the City of Tarpon Springs (“Municipality”), Florida, hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act (“DRRA”), as it relates to Federal Declaration DR-4828-FL (“Hurricane Helene”). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the County.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on September 23, 2024, the Governor issued Executive Order 24-208, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on September 25, 2024, Hurricane Helene made landfall as a Category 4 Hurricane with sustained winds of approximately 140 miles per hour, including Pinellas County; and

WHEREAS, on September 29, 2024, the Federal Emergency Management Agency (“FEMA”) issued Federal Declaration DR-4828-FL in response to Hurricane Helene, designating Pinellas County as one of several counties eligible for public assistance, including DRRA Section 1206 related projects; and

WHEREAS, Pinellas County is responsible for implementing emergency management programs within its borders and coordinating with municipalities inside the County, including the City of Tarpon Springs.

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within County limits, as applicable under DR-4828-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR--4828-FL.

- (3) FDEM shall be responsible for DRRA Section 1206 eligible Floodplain Management Administration and Enforcement within County limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.
- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within County limits, for eligible structures under DR-4828-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for the implementation and completion of the above activities within Municipality limits.
- (6) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on behalf of County and Municipality.
- (7) FDEM shall coordinate with County and Municipality as necessary to complete the above activities.
- (8) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (9) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (10) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (11) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (12) Each Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (13) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COUNTY:
Barry Burton
County Administrator
315 Court Street.
Clearwater, FL 33756
Telephone: (727) 464-3485
Email: bburton@pinellas.gov

MUNICIPALITY:
Charles Rudd
City Manager
324 E. Pine Street
Tarpon Springs, FL
Telephone: (727) 938-3711
Email: charlesrudd@ctsfl.us

- (14) This MOU is effective upon its execution by all Parties and may be modified only in writing upon agreement by all Parties. This MOU shall expire on March 27, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

COUNTY:
Pinellas County
By: Chairman or Designee

By:_____

By:_____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

MUNICIPALITY:

City of Tarpon Springs

By: Mayor or Designee

By: _____

Printed Name: _____

Date: _____

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY
AND
THE CITY OF TARPON SPRINGS FOR
SUBSTANTIAL DAMAGE INSPECTIONS AND ASSESSMENT DATA ENTRY

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by Pinellas County, a political subdivision of the State of Florida (the "County"), and the City of Tarpon Springs, a municipal corporation of the State of Florida, (the "City/Town"), collectively the "Parties."

W I T N E S S E T H:

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," which "permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities";

WHEREAS, in light of Hurricanes Helene and Milton, the County and City/Town each require assistance with substantial damage inspections, data entry into the FEMA Substantial Damage Estimator (SDE), and weekly SDE reports (the "Service").

WHEREAS, to assist the Parties, the Florida Division of Emergency Management (FDEM) has directed one or more of its contractors (the "Contractor") to perform the Service requested by the Parties;

WHEREAS, in performing requested work, the Contractor will complete the Service consistent with Federal Emergency Management Agency Guidance, including but not limited to inspections and data analysis;

WHEREAS, neither Party owes the other Party, the Contractor, or FDEM, any funds under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Performance of Services:

The City/Town may submit requests for Service to the Contractor for any number of structures at any time.

The County is under no obligation to ensure that the Contractor performs any request. Likewise, the County is not responsible or liable for any of the Contractor's work in performing any request or the result thereof.

All communications between the County and the City/Town required under this Section 1 must be provided pursuant to Section 3 below.

2. Agreement Term:

In accordance with Section 163.01(11), Florida Statutes, after this Agreement has been executed by both Parties, the County will file this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida; this Agreement will take effect upon the date of such filing. This Agreement does not expire but can be terminated by either Party for any reason at any time upon fifteen days' notice to the other Party.

3. Notice:

Except as expressly provided herein, all notices and other communications required under this Agreement must be delivered by e-mail to the following persons:

City/Town
Charles Rudd
City Manager
charlesrudd@ctsfl.us

County
Lisa Foster
Floodplain
Administrator
lfoster@pinellas.gov

Either Party may designate a replacement person or e-mail address at any time.

4. Payment:

Pinellas County requested assistance from FDEM for substantial damage inspections and data entry into the FEMA Substantial Damage Estimator (SDE) for substantial damage determinations.

FDEM shall pay the Contractor for the Service performed under this Agreement on a reimbursement basis from FEMA under 1206.

The Contractor shall invoice the FDEM ("Invoice(s)") for Service performed under this Agreement. The amount of an Invoice shall be based upon the work done by the Contractor.

In the event FDEM does not cover the costs of the services herein, the City/Town will receive notice from the County concerning the amount due for services rendered by the Contractor, and City/Town will be obligated to pay for services performed on their behalf in those instances.

5. Records:

The City/Town will retain all records related to this Agreement for at least five calendar years following this Agreement's termination date. Further, at the County's request, the City/Town will promptly provide any such records and permit inspection of same. If the records cannot practically be e-mailed, the County will specify another means of record delivery that the City/Town must honor. This Section 5 survives Agreement termination.

6. Indemnification and Non-Agency Relationship:

Each Party is liable for its own negligence under this Agreement. Nothing herein is a waiver of either Party's sovereign immunity or the limitations in Section 768.28, Florida Statutes. Further, nothing herein authorizes any third party lawsuit (including by FDEM or the Contractor).

7. Modification of Agreement:

This Agreement represents the entire agreement between the Parties and may only be modified by mutual written amendment.

8. Assignment:

This Agreement may not be assigned by either Party.

9. Governing Law:

This Agreement is governed by the laws of the State of Florida.

10. Severability:

If any provision of this Agreement is found to be invalid by a court of law, the remainder of this Agreement will remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates below.

PINELLAS COUNTY, FLORIDA

CITY/TOWN

Barry A. Burton, County Administrator

Charles Rudd, City Manager

Date: _____

Date: _____



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From:
Subject: Discussion and Direction of City Compensation & Rate Study (**Charles Rudd City Manager, Janina Lewis Procurement Director, Ron Harring Finance Director**)

Recommendation

It is recommended that the Board of Commissioners authorize the City Manager to issue an RFP for a consultant to prepare a City Compensation and Rate Study (Pay Plan Review).

Background

It has been over 20 years since the City has completed a pay study through a consultant that specializes in this type of work. The cities of Largo, Dunedin, and Clearwater have each completed and implemented recent pay studies. As some of the nearest cities to us, their pay study results can serve as a guide and their implementation can affect area cities like ours with increased competition for limited qualified staff resources. It is important to our City that we remain current on area pay so that we can take required actions to enhance staff retention and recruitment.

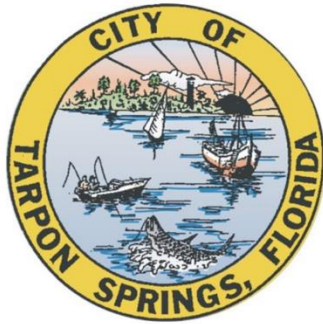
I am proposing that we have such a study completed for consideration in the next budget cycle and therefore I would like to get started as soon as the RFP process allows. Depending on the magnitude of the recommendations, I may recommend this be phased as a multi-year implementation to work within budget constraints.

Funding

N/A

Strategic Plan Objective

F.1.2: Create and maintain City-wide process improvement strategy



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

October 29, 2024

TO: Charles Rudd, City Manager
FROM: Ron Harring, CPFO, CGFO, Finance Director
SUBJECT: **Employee Hurricane Assistance**

After Hurricane Irma in September 2017 the City provided Hurricane Assistance money to both full time and part time employees and paid it in October 2017. The amount for full time employees was \$400 and part time \$200.

The total cost in 2017 with benefits for 282 full time and 35 part time employees was **\$136,571**.

The City incurred overtime expenditures in relation to the declared Hurricane events of Hurricane Helene and Hurricane Milton. The overtime expenditures incurred were:

Hurricane Helene	\$348,994
Hurricane Milton	<u>\$470,060</u>
Total	\$819,054

Currently the City has 340 full time and 45 part time active employees. The total cost with benefits to provide Employee Hurricane Assistance in the amounts of \$400 for full time and \$200 for part time is **\$164,697**.

Based on the inflation tables from 2017 to 2024 the \$400 in 2017 equates to \$508 in 2024.

The total cost to provide Employee Hurricane Assistance to current employees with \$500 for full time and \$250 for part time is **\$205,871**.

The funding for the Employee Hurricane Assistance would come from the reserves in the individual funds where the employees are charged to. The General Fund cost is approximately 65% of the total.



City of Tarpon Springs, Florida

City Clerk's Office

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

MEMORANDUM

BOC Meeting: **NOVEMBER 5, 2024**

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR 

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: APPOINTMENT(S) – **PLANNING AND ZONING BOARD**

Background: There is a vacancy created, since Merle Seamon is termed out.

The following options are for the Board's consideration:

Board Action: 1) MOVE the current **ALTERNATE MEMBER, SUSAN SWENSON**, as a Regular Member. This term will expire October 1, 2027; and APPOINT _____*, as an Alternate Member, this term will expire October 1, 2025.

OR

4) TO APPOINT _____*, as a Regular Member. This term will expire October 1, 2027. *(This option leaves the current Alternate as is)*

**Please make your selection from the list below.*

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
1/29/24	Lori Rainaldi Weaver	Planning & Zoning	Heritage Preservation			Currently Attending

PLANNING AND ZONING BOARD MEMBERS

NAME	TERM	BOC	TERM DATE	CONTACT INFORMATION
Merlin Seamon	4	2/6/2024	10/01/2023 - 10/01/2024	1161 Marina Drive, TS
	3	10/27/2020	10/01/2020-10/1/2023	C-727-243-1493
Termed Out	2	10/3/2017	10/1/2017-10/1/2020	merle@shoreddev.com
	1-Full	10/23/2014	10/1/2014-10/1/2017	
N. Mike Kouskoutis	3	2/6/2024	10/01/2023 - 10/01/2026	Office: 623 E. Tarpon Ave
<i>Filled unexpired term of David</i>	2	10/27/2020	10/01/2020 - 10/1/2023	H: 727-945-8811
	1-Partial*	11/5/2018	10/01/2017-10/01/2020	O: 727-942-3631
				nmk@nmklaw.com
Justin Vessey	3	11/8/2022	10/01/2022 - 10/1/2025	467 Briland Street
<i>*filled unexpired term of A. Pa</i>	2	11/5/2019	10/01/2019-10/01/2022	H: 727-600-2306
	1-Partial	12/5/2017	10/1/2016 - 10/01/19	justinvessey07@gmail.com
Robert Rockelein	1	11/8/2022	10/01/2022-10/1/2025	755 North Lake Blvd.
				H: 727-940-2626
				C: 917-520-6605
				RobertRockelein@gmail.com
Derla R. (Gross) Early	2	2/6/2024	10/01/2023-10/1/2026	121 Colony South Drive
	Alternate	11/8/2022	2/6/2024	219-743-6685
				derla56@gmail.com
Nick Zembillas	2	2/6/2024	10/01/2023-10/01/2026	485 Riverside Drive
<i>*filled unexpired term of R. Ma</i>	1-Partial*	4/26/2022	10/1/2020 - 10/1/2023	C: 727-423-1980
				nmzembillas@gmail.com
Georganna E. Frantzis	2	2/6/2024	10/01/2023-10/01/2026	15 Athens Street
<i>*Filled unexpired term of J. Sta</i>	1-Partial*	8/23/2022	10/1/2020 - 10/1/2023	C: 727-946-0260
				frantzisg@gmail.com
Susan Swenson	1	2/6/2024	10/1/2025	327 Manatee Lane
				C: 507-990-1603
				susaniswenson@msn.com

Updated - 02/20/2024

PLANNING AND ZONING BOARD ATTENDANCE

Planning & Zoning 2024															
	1/24/2024	2/26/2024	3/1/2024	4/15/2024	5/20/2024	6/17/2024	7/15/2024	8/19/2024	9/16/2024	10/21/2024					
Seamon, Merlin	X	X	NO	X	X	X	X	X	X	Termed out					
Kouskouris, Mike	X	X	MEETING	X	X	X	X	X	X	Absent					
Vessey, Justin	X	X		X	X	X	X	X	X	X					
Zenbillas, Nick	X	Absent		Absent	X	X	Absent	X	X	Absent					
Frantzis, Georganna	X	X		X	X	X	X	X	X	X					
Rockellen, Robert	X	X		X	X	X	X	X	X	X					
Gross-Early, Derla	X	X		X	Absent	X	X	X	X	X					
Swenson, Susan, Alternate	Appointed 2/6/24			X	X	absent	X		X	X					

Planning & Zoning 2023															
	1/23/2023	2/27/2023	3/20/2023	4/17/2023	5/15/2023	6/12/2023	6/19/2023	7/17/2023	7/31/2023	8/21/2023	9/18/2023	9/25/2023	10/16/2023	10/23/2023	10/30/2023
Seamon, Merlin	X	X	X	X	X	X	X	X	X	X	X	X	Absent	Absent	X
Kouskouris, Mike	X	Absent	X	Absent	Absent	Absent	Absent	Absent	X	X	Absent	Absent	X	Absent	Absent
Vessey, Justin	X	X	X	X	X	Absent	Absent	X	X	Absent	Absent	Absent	X	X	X
Zenbillas, Nick	X	Absent	Absent	X	Absent	X	X	X	Absent	Absent	X	X	Absent	X	X
Frantzis, Georganna	X	X	X	X	X	Absent	X	X	X	X	X	X	Absent	X	X
Rockellen, Robert	X	X	X	X	absent	X	X	X	X	X	X	X	X	X	X
Gross, Derla - Alternate	X	Absent	X	X	X	X	X	X	Absent	X	X	X	X	X	X
Koulianos, John															
Resigned - Commissioner Elect															

Planning & Zoning 2022															
	1/24/2022	2/28/2022	3/28/2022	4/18/2022	5/9/2022	5/16/2022	6/20/2022	7/18/2022	8/22/2022	September	10/17/2022	11/21/2022	11/28/2022	12/19/2022	
Koulianos, John	X	Absent	X	X	X	X	X	X	X	NO	X	X	X	Absent	
Kouskouris, Mike	X	X	Absent	Absent	X	X	X	X	X	MEETING	X	Absent	X	X	
Seamon, Merlin	X	X	X	X	X	X	X	X	X		X	X	X	X	
Vessey, Justin	X	X	X	X	X	X	X	X	X		X	X	X	X	
Vigli, Melissa	X	X	X	Absent	X	X	Absent	Absent	X						
Zenbillas, Nick			Appointed April 28, 2022			X	X	Absent	Absent		X	X	X	X	
Rocklein, Robert															
Frantzis, Georganna															
Gross, Derla - Alternate #1															
Stavropoulos, Jim	X	X	Absent	Absent	Resigned	Resigned	Resigned	Resigned							
Andriotti, George, Alternate	Absent	Absent	X	X	Absent	X	Absent	Absent		Resigned					



Application for Service on a City Committee or Board

NAME: Lori Rainaldi Weaver
ADDRESS: 451 E Tarpon Ave, Tarpon Springs FL 34689
HOME PHONE: 561 846 2685 BUSINESS/CELL PHONE: _____
DATE OF BIRTH: 11/15/1961 EMAIL ADDRESS: CaptainLoriR@aol.com

DRIVERS LICENSE NUMBER: _____

ARE YOU A CITY RESIDENT? YES: Yes NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 1.5 years

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- 1 LucyAnn Robinson 727 946 0483 Tarpon Springs
- 2 Victoria Bailey Morein 760 219 7008 Tarpon Springs

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: *(List in order of preference)*

1 BOARD: Planning and Zoning INTEREST LEVEL: 1st choice

As a previous FL Planning Commissioner, and Retired Contractor/Developer, I have extensive experience in this field.

2 BOARD: Historical Preservation INTEREST LEVEL: 2nd Choice

As a Contractor, I have worked with homeowners to preserve and honor the Historical aspects of homes, as well as my own.

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: Yes NO: _____

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED. Planning Commisioner for the Village of North Palm Beach

Previous Planning Commisioner for the Village of North Palm Beach 2018-2021.

Retired Mechanical Contractor, and Real Estate Manager.

Worked with Building Departments and Contractors to responsibly develop and improve local real estate. As a member of several HOA, and Civic Boards, I have worked with local municipalities on numerous projects.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: _____

Implemented new Village Building Codes and planned a PUD and Master Plan during my tenure. As a team, we collaborated with outside agencies and Village Municiple Depts in codifying and the developing the future Master Plan for the Village. served on various HOA Boards and Civic Groups. Member of the GFWC Florida, Tarpon Springs Chapter, TS Historical Society.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM: _____

Responsible for outling and presenting concepts during commission meetings and citizen group forums. Reviewed and researched plans and proposal content for meeting agenda and prepare commentary for meetings. Have knowledge of building, and municiple Code.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: _____ NO: Impartial

IF YES, PLEASE EXPLAIN: _____

reasonable and impartial at all times

Thank you for your consideration
Lou Kanaedi Weaver

SIGNATURE:

DATE: 1/29/2024

(Please return completed application to the City Clerk's Office)

Mailing Address:

City of Tarpon Springs
Attn: City Clerk's Office
P.O. Box 5004

or

Physical Address

410 N. Ring Avenue

or

E-Mail Address:

Cityclerk1@ctsfl.us

Tarpon Springs, FL 34688-5004

Lori Rainaldi Weaver

451 E Tarpon Ave
Tarpon Springs, FL 34689
561 846 2685
CaptainLoriR@aol.com

EDUCATION:

Manhattanville College BA: History, Psychology 1984
Mariners School – Princeton NJ Ship's Captain, Masters License 100T, 2007

BUSINESS EXPERIENCE:

2018 2021 Planning Commissioner, Village of North Palm Beach, FL
Responsible for determining the direction and scope of building and development for the Town of North Palm Beach FL.
Our Commission implemented new Village Building Codes and planned a PUD and Master Plan during my tenure. As a team we collaborated with outside Agencies, Attorneys and Village Municipal Departments in codifying and development of the future Master Plan for the Village.

2009 Retired Business Owner Florida Bound Properties. Realtor/Real Estate Management, FL

1998 2015 Retired Business Owner AP Rainaldi Inc Owner/Project Manager Mechanical Contracting Company NY

1987 1998 Business Owner Westerly Market Group Inc Owner/Manager Food Service, TN

ACCOMPLISHMENTS & AFFILIATIONS:

Planning Commissioner	Village of North Palm Beach
Realtor FL, Retired	Florida Real Estate Commission
Notary Public 2014-Present	State of Florida Notary Public
GFWC Florida Women's Club	Board Member Tarpon Springs Chapter
Tarpon Springs Fine Arts Festival	Volunteer
Singer Island Civic Association	Past Board Member/Treasurer
HOA Singer Island PB Isles	Past Board Member/Treasurer
USCG Licensed Master 2007-Present	Merchant Marine Officer
USCG Auxiliary 2007-Present	Member
Maritime Consortium 2007-Present	Member
Tarpon Springs Historical Society	Lifetime Member
Citizens Academy/Tarpon Springs	Fall Semester 2024 (in process)

The content above is an abbreviated account of professional accomplishments relevant to the position for which it is submitted. A complete resume is available upon request.

Michele Manousos

From: Capt Lori Rainaldi <captainlorir@aol.com>
Sent: Wednesday, October 30, 2024 1:13 PM
To: Panagiotis Koulias; John Koulianos; Mike Eisner; Ddidonato@ctsfl.us; David Banther
Cc: Board Of Commissioners; Irene Jacobs; Lori R
Subject: Planning and Zoning applicant
Attachments: Lori Rainaldi_Resume 2024.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Mayor Koulias, Vice Mayor Koulianos, and Commissioners Eisner, DiDonato, and Banther,

My name is Lori Rainaldi Weaver; and while attending Citizens Academy last week, it came to my attention that there was an impending vacancy on the Planning and Zoning Board, for which I would again introduce myself ahead of Tuesday's Commission Meeting for your consideration for this opening.

As a prospective candidate for the P&Z Board, I would bring to Tarpon Springs my experience as a Planning Commissioner for the Village of North Palm Beach, where I served on the commission until retirement and our move to Tarpon Springs. As a past commissioner in NPB, I have attended P & Z conferences and educational seminars on the Sunshine Laws. I attended all meetings and public forums, except one to attend a funeral out of town. I take the Board's responsibility very seriously.

Considering the unfortunate devastation our residents and businesses endured during these October hurricane events, and the goals the City has of responsibly rebuilding in a timely manner, I believe it is more important than ever to have experienced P & Z Board Members, who work together to solve issues amicably and quickly. That includes attending every meeting and researching each agenda item carefully.

As a commissioner, appointed by the North Palm Beach Council members, I researched every request, and voted without bias to ensure the Village balanced growth, safety, financial security, and public prosperity within the guidelines of their Master Plan and recently revised Building Codes, which were developed and implemented during my tenure.

In the private sector, I am a retired owner of a commercial mechanical contracting firm, as well as serving as an Officer in the Merchant Marine. I am affiliated with several charitable organizations here in Tarpon Springs. Presently, my Husband and I have been restoring the Kelly House on Tarpon Ave, circa 1916, to its former glory.

I have attached my resume and hope you will feel free to reach out in advance with any questions.

Thank you for your consideration, and for your service to our community.
Semper Paratus,

Lori Rainaldi Weaver

451 E Tarpon Ave
Tarpon Springs FL 34689
CaptainLoriR@aol.com
561 846 2685

LORI RAINALDI WEAVER
USCG LIC MASTER 100T
CAPTAINLORIR@AOL.COM

DATE: November 5, 2024

TO: Honorable Mayor and Board of Commissioners

FROM: Andrew Dickman, City Attorney

RE: Case No.: 2024-CI-002002: *City of Tarpon Springs, Florida v. Tina Hinton*

Based on the attached **Exhibit "A"** the Board of Commissioners authorized the City Attorney to file a complaint for foreclosure in connection with the property located at 707 Chesapeake Drive. The Dickman Law Firm is handling this matter due to Mr. Salzman's conflict. The defendant, Tina Hinton, has been served with the complaint and will be required to file an answer by November 14, 2024. We are at the beginning stages of this case.

Ms. Hinton has explained that her desire to cure the underlying violations is to demolish the structure on the property. She explained that she has a contractor who is prepared to acquire a demolition permit and do the work by the end of November. After consulting with City Manager Rudd, we have proposed the following, contingent on the Board of Commissioners approval:

We will stay the case for two months to avoid both parties incurring legal fees and costs, to give Ms. Hinton's contractor time to demolish the structure. This will cure the violations but the liens will remain. Ms. Hinton will need to address the liens with the City after the structure is demolished and the foreclosure action is dismissed by the City. If the demolition does not take place, we will proceed with the foreclosure action. Ms. Hinton is aware this is contingent on the Board of Commissioners authorization. See **Exhibit "B."**

Requested motion: Authorize the city attorney to stay the foreclosure action for no more than two months to allow the defendant time for her contractor to obtain a demolition permit and demolish the structure at 707 Chesapeake Drive.

Very truly yours,

DICKMAN LAW FIRM

By: 

Andrew Dickman, Esq.



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Honorable Mayor & Board of Commissioners

From: Jeffrey P. Young, Chief of Police

Thru: Mark LeCouris, City Manager

Date: November 21, 2023

Ref: Authorize City Attorney to initiate foreclosure action on the property located at 707 Chesapeake Drive

Copies: City Manager, City Clerk, City Attorney, File

RECOMMEDATION:

That the Board of Commissioners approve the City Attorney to pursue Foreclosure proceedings on 707 Chesapeake Dr.

BACKGROUND:

On 11/2/2019 a code enforcement case was opened on 707 Chesapeake Dr. for the following violations of City Code/IPMC (International Property Maintenance Codes), with applicable violation:

- 8-40 Duty maintenance of private property/ dilapidated structure.
- 8-52 Nuisance Prohibitions/ Grass and vegetation overgrowth. (Compliance date 9/16/2019)
- 133.03 Tree Exemptions/ Brazilian Peppertree. (Compliance date 9/16/2019)
- IPMC 301.3/ property is not secured.
- IPMC 304.10/ Porch is unstable with tree growing through it.
- IPMC 304.13/ door & window frames not airtight (Compliance date 9/16/2019)
- IPMC 304.07/ Roof is defective and allowing water to enter.



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

On 2/14/2019 the City's Code Enforcement Board found this property to be in violation of the aforementioned City Codes/IPMC violations and ordered compliance by 5/23/2019 or face a \$100 per day fine.

Currently this property is still out of compliance and has a current fine (as of 11/21/2023) of \$153,352.00. The code enforcement fines continue to run on this property at \$100 per day and the owner still has not come into compliance.

SUMMARY:

Based on the above information we are asking the City Commission to allow the City Attorney's Office to commence foreclosure proceedings on this property due to the owner not bringing this property into compliance with City/IPMC Codes. As a part of the foreclosure process the City Attorney's Office will send a final demand letter to the property owner to come into compliance with our City/IPMC codes, pay the applicable fines, or face foreclosure proceedings.

City Attorney Andrew Salzman will be at the January 9th, 2024 City Commission meeting to address this matter and answer any questions that you may have.



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



From: Andrew Dickman <andrew@dickmanlawfirm.org>
Sent: Tuesday, October 29, 2024 4:28 PM
To: Tina Hinton <rebrokertina@gmail.com>
Cc: Matthew McConnell <matthew@dickmanlawfirm.org>; Raymond Gibson <raymond@dickmanlawfirm.org>; Sharon Linsner <sharon@dickmanlawfirm.org>; Charles Rudd <Charlesrudd@ctsfl.us>; Jeff Young <jyoung@tspd.us>
Subject: RE: Tina Hinton Case #24-002002-CI

Dear Ms. Hinton,

I hope this message finds you well. Following my discussions with the City Manager, Mr. Charles Rudd, and subsequent briefings from both the Police Chief and the former City Manager, I am authorized to inform you that the proposed demolition solution is acceptable, contingent upon our agreement on a specific date for its execution. Given that the foreclosure action has been approved by the Board of Commissioners, we will require their formal concurrence, which will be sought at their forthcoming meeting on November 5th.

Furthermore, I am aware that you were served with the City's foreclosure complaint today, which necessitates a timely response from your side. I will present the demolition proposal to the Board of Commissioners next week and, subject to their approval, will request a stay of litigation pending the completion of the demolition within the month of November. If, however, the demolition cannot be carried out as agreed upon in November, we will have to proceed with the litigation without further delay.

This information should provide you with sufficient details to engage your contractor and ensure that the project is scheduled for November. Please ensure your contractor is aware that we need final approval from the Board of Commissioners before any permits can be issued. Should you require any assistance in explaining this to your contractor, I am available to clarify the matter over a phone call.

I kindly request you to respond to this email at your earliest convenience, indicating your agreement or disagreement with the proposed course of action. Additionally, my office will reach out to you to confirm that you have received this communication.

Thank you for your attention to this matter.

Best regards, Andrew

Andrew Dickman, Esq., AICP
Tarpon Springs General Counsel
(239) 434-0840
andrew@dickmanlawfirm.org



NOTE: Unless exempted by law, this email is a public record.

RESOLUTION 2024-47

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-08 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 29, 2024; RATIFYING EXECUTIVE ORDER 2024-10 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO NOVEMBER 5, 2024; AND RATIFYING EXECUTIVE ORDER 2024-12 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO NOVEMBER 12, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on September 23, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Helene; and

WHEREAS, City Manager Mark G. LeCouris issued a local State of Emergency on September 24, 2024 due to Hurricane Helene; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-08 extending the declaration of local State of Emergency through October 29, 2024, Executive Order 2024-10 extending the declaration of local State of Emergency through November 5, 2024, and Executive Order 2024-12 extending the declaration of local State of Emergency through November 12, 2024

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2024-08, 2024-10, and 2024-12.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-10

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective October 29, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 29th day of October 2024, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 29th day of October 2024, and shall be effective until November 5, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

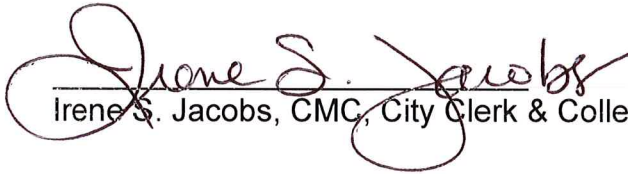
Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 29th day of October, 2024.



Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2024-12

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective November 5, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 5th day of November 2024, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 5th day of November 2024, and shall be effective until November 12, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 5th day of November, 2024.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2024-48

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-09 EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 29, 2024; RATIFYING EXECUTIVE ORDER 2024-11 EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO NOVEMBER 5, 2024; RATIFYING EXECUTIVE ORDER 2024-13 EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO NOVEMBER 12, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Milton posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on October 5, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued a local State of Emergency on October 8, 2024 due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-09 declared a local State of Emergency through October 29, 2024; Executive Order 2024-11 extending the declaration of local State of Emergency through November 5, 2024, Executive Order 2024-13 extending the declaration of local State of Emergency through November 12, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2024-09, 2024-11, and 2024-13.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-11

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective October 29, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

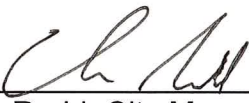
NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 29th day of October 2024, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 29th day of October 2024, and shall be effective until November 5, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

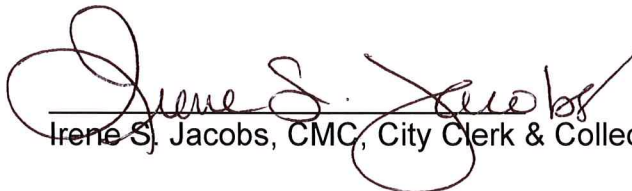
Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 29th day of October, 2024.



Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2024-13

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective November 5, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 5th day of November 2024, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 5th day of November 2024, and shall be effective until November 12, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 5th day of November, 2024.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2024-49

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING ADMINISTRATIVE ACTIONS OF THE CITY MANAGER AUTHORIZED IN ASSOCIATION WITH STATE OF EMERGENCY DECLARATIONS FOR HURRICANES HELENE AND MILTON; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricanes Helene and Milton have caused extensive damage to commercial and residential buildings and areas within the City; and

WHEREAS, on September 23, 2024, Governor DeSantis entered Executive Order 24-209, amending Executive Order 24-208, declaring a State of Emergency throughout the state due to Hurricane Helene, including Pinellas County; and

WHEREAS, on October 5, 2024, Governor DeSantis entered Executive Order 24-215, amending Executive Order 24-214, declaring a State of Emergency throughout the state due to Hurricane Milton, including Pinellas County; and

WHEREAS, the City has declared Local States of Emergency due to the widespread damage caused by Hurricanes Helene and Milton; and

WHEREAS, City Manager Charles Rudd has approved waivers for certain codes, enforcement actions, and fees in association with local declared states of emergency for Hurricanes Helene and Milton; and

WHEREAS, The Heritage Preservation Board, at an emergency meeting on October 18, 2024, recommended approval of a delegation of authority for Planning Department Staff to review certain Certificates of Appropriateness related to storm damage from Hurricanes Helene and Milton while a state of emergency is active;

WHEREAS, pursuant to Section 252.38, Florida Statutes, municipalities have the power and authority to waive the procedures and formalities that are otherwise required by the municipality pertaining to the health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies administrative waivers approved by the City Manager (see Attachments A & B) regarding certain code requirements and fees related to Tourist Homes, RV's, POD's, Mobile Food Trucks, Sidewalk Sales/Retail Promotional Activities, Business Tax Receipts, Utility Non-Payment Penalties & Fines, Yard Waste Facility Fees, Building Permit fees (storm related repairs), Marina Fees, and Library fees for storm-damaged books.

Section 2. The Board of Commissioners hereby ratifies a delegation of authority (See Attachment C) for Planning Department staff to approve certain Certificates

of Appropriateness for storm related repairs and replacement which would normally require a public hearing before the Heritage Preservation Board.

Section 3. Effective Date: This Resolution shall take effect immediately upon passage and adoption and shall run concurrently with the declared states of emergency for Hurricanes Helene and Milton.

Section 4. Termination Date: This resolution and associated actions detailed in Attachments A, B, & C shall expire simultaneously with the expiration of the associated declared states of emergency for Hurricanes Helene and Milton.



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

MEMORANDUM

To: Charles Rudd, City Manager *CR*

CC: Jeff Young, Police Chief

From: Renea Vincent, Planning & Zoning Director *RV*

Date: October 18, 2024

Subject: Enforcement actions during post hurricane Helene recovery (Amended)

RECOMMENDATION: During post-Helene recovery efforts, it is recommended that enforcement of the following code provisions be relaxed:

1. Waive the minimum 6-week lease for tourist homes/short term rentals (where required). The Planning Department can assist with verification (definition below).
 - (213) TOURIST HOME—A single family detached dwelling where the primary use is to provide temporary lodging accommodations for compensation to transient residents, especially motor tourists or travelers. A "transient resident" shall mean a visitor to the community who does not use the dwelling as a principal residence, who is neither gainfully employed in the community nor a student currently enrolled in a school located in the community or who resides in the dwelling for six weeks or less. The term "tourist home" shall not include a hotel/motel, lodging facilities, or boarding homes. Tourist homes shall not be located within 1,200 feet of a pre-existing tourist home. The locational standard shall be measured from the nearest property line of the existing home to the nearest property line of the proposed home.
2. RV's and travel trailers and other similar structures/units may be utilized for temporary living in accordance with Florida Statutes Section 125.023 ([Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](#)) and the following additional conditions:
 - This provision is only for property with a permanent residential structure. The resident of the permanent structure must live in the temporary structure.
 - The temporary structure must be placed on the property and should not encroach upon adjacent streets and sidewalks.



- The temporary structure will be allowed to remain as long as repairs/replacements are underway and until a Certificate of Occupancy is issued or for up to 3 years from the date of the state's emergency declaration (whichever occurs first).
 - The temporary structure should be located on the property where the storm damage occurred. Exceptions may be made on a case-by-case basis for vacant properties in close proximity to the damaged property if both are under the resident's ownership. These will be judged on a case-by-case basis and are subject to provision of the appropriate utilities (including fees) and permits.
3. POD's for storing personal items onsite can be located on private property greater than 90 days and do not require a temporary use permit
 4. Mobile food trucks (LDC Section 56.06) may operate in any zoning district if they comply with the remaining requirements of 56.05 (A) through (J), *excluding the requirements under paragraph (F) pertaining to the number of food trucks allowed per parcel, business tax receipts, and operating from vacant land.*

Attached:

- Temporary Use ordinance
- Mobile Food Truck ordinance

§ 56.00 - TEMPORARY USES.

- (A) All requests for temporary use permits shall require approval from the Technical Review Committee (TRC) prior to the issuance of a building permit.
- (B) All temporary structures shall comply with the requirements of the applicable building codes.
- (C) Temporary structures are not required to comply with the district setback requirements.
- (D) All requests for temporary use permits shall be accompanied by a plot plan or survey showing the nature of the activity and temporary improvements involved, and a time period for which the permit is requested.
- (E) Adequate utility, drainage, refuse management, emergency services and access, parking, and similar necessary facilities and services shall be available for the use. Sanitary facilities shall be approved by the Pinellas County Health Department in writing.
- (F) Special Events on public property or right-of-way shall be processed in accordance with the requirements of Chapter 12.5 Article II of the City of Tarpon Springs Code of Ordinances.
- (G) Unless specified otherwise by this Code, no temporary use permit shall be issued for more than a 90-day period.
- (H) Upon a showing of unusual circumstances, the City Manager or his/her designee may grant one extension of the original approval period. No further extensions will be permitted.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.05 - MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

As defined in F.S. 509.102, mobile food dispensing vehicles may operate in areas of the City of Tarpon Springs where property is zoned HB Highway Business, CPD Commercial Planned Development (non-residential property only), IR Industrial Restricted, and IH Industrial Heavy. The following operating criteria shall apply:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than one mobile food dispensing vehicle is allowed to occupy and operate on a parcel of land at any given time.
 - (2) The parcel owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate from vacant land.
- (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
- (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
- (I) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.
- (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as accessory to food and drink establishments as regulated in Section 56.06 below.

(K) Notwithstanding the requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:

(1) A Temporary Use permit is required.

- a. Each non-residential (zoned or utilized) property/parcel of land may host one mobile food dispensing vehicle four times per calendar year. Each event may last up to three days. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.
- b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
 - i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
 - ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.

(2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

MEMORANDUM

To: Charles Rudd, City Manager

CC: Scott Young, Fire Chief

From: Renea Vincent, Planning & Zoning Director
 Karen Lemmons, Economic Development Manager
 David Gilson, Building Official

Date: October 28, 2024

Subject: Administrative Waivers; Hurricanes Helene and Milton Recovery

Approved
ck

RECOMMENDATION: During post-Helene recovery efforts, it is recommended that enforcement of the following code provisions be relaxed to assist the business community. These recommendations are the result of staff interaction with business owners at the Sponge Docks and other impacted areas of the City.

1. **Waive the late fee penalty for 24-25 Business Tax License renewals.** The BTL renewal due date of 9/30 came between two hurricanes and some store owners were not able to renew due to various issues related to storm prep and recovery. The late fee penalty is 10% for one month late and increases 5% each month to a maximum 25% if not paid by 2/28/25. Thereafter, the penalty remains at 25% plus an additional \$250. Reference code section provided below:

§ 11-7. Due Date; Delinquent Penalties

- (a) All local business tax receipts shall be sold beginning August 1 of each year, are due and payable on or before September 30 of each year and expire on September 30 of the succeeding year. If September 30 falls on a weekend or holiday, the tax is due and payable on or before the first working day following September 30. Receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25 percent of the business tax for the delinquent establishment.
- (b) Any person who engages in any business, occupation, or profession covered by this article, who does not pay the required local business tax within 150 days after the initial notice of tax due, and who does not obtain the required receipt prior to March 1 is subject to an additional penalty of \$250 and civil actions and penalties, including court costs, reasonable attorneys' fees, and additional administrative costs incurred as a result of collection efforts.



- 2. Allow storm-damaged businesses currently engaged in clearing and restoring their stores to sell merchandise to pedestrians from an outside area if tables, tents, counters, racks, shelves and other means used to display goods are maintained in a safe manner and do not impede the flow of pedestrian traffic.** This will allow shops some opportunity for sales if they wish. Currently, outdoor display of merchandise is allowed at the Sponge Docks per the Smart Code; however, there is no mention of outdoor sales. Reference Code Section below:

§ 56.03 Retail Promotional Activities.

- (A) Tents to be utilized for the temporary sales or display of retail items may be permitted in any commercial district provided the area is immediately adjacent to the place where such goods are usually sold.
 - (B) Sufficient area shall be provided for off-street parking and loading.
 - (C) Illuminating fixtures shall not emit glare or light which impacts adjoining residential properties.
 - (D) Ingress and egress from the use shall be provided in a manner which ensures sufficient vehicle maneuverability, and vehicle and pedestrian safety.
 - (E) All electrical connections shall meet the requirements of the applicable building codes.
 - (F) The temporary use may be permitted for a maximum consecutive period of 14 days but shall be limited to 3 consecutive periods per year.
- 3. The following additional fees/fines are hereby waived:**
- a. Utility Non-Payment and Utility Penalties and Fines. Shutting off water due to non-payment and penalties/fines incurred are suspended until further notice.
 - b. Yard waste facility fees.
 - c. Building permits and application fees associated with repairs of storm related damage.
 - d. Marina fees.
 - e. Library fees for storm-damaged materials.



MEMORANDUM

To: Heritage Preservation Board

From: Caroline Lanford, AICP, CTP

Through: Renea Vincent, AICP, CPM, Planning Director

Date: October 18, 2024

Subject: **Emergency Delegation of Certificate of Approval Authority**

The City of Tarpon Springs has experienced two natural disasters within the past three weeks. Hurricane Helene caused widespread flooding on Sept 26, followed by rain and damaging winds associated with Hurricane Milton on October 9 and 10. The Fruit Bowl neighborhood in the City's local historic district experienced devastating flooding impacts from Hurricane Helene. Historic and cultural resources throughout the City have been impacted by the two storms.

Under normal circumstances, certain repair and replacement activities in the local historic district require a Certificate of Approval from the Heritage Preservation Board (HPB).

To expedite recovery, City staff is requesting the HPB consider a temporary delegation of authority to staff for review of certain repair and replacement activities associated with the two storms. This temporary delegation would only apply to storm damaged properties.

Please find attached, Section 109.00 - CERTIFICATE OF APPROVAL., with the addition of an Exhibit "A" Tarpon Springs Heritage Preservation Board Certificate of Approval Quick Reference Chart, that has been modified to indicate repair or replacement activities City staff is proposing for delegation to Planning and Zoning staff.

If the HPB determines delegation of authority is prudent, staff is requesting the HPB make a recommendation to the Board of Commissioners to allow temporary staff review of certain specific repairs and replacements associated with storm damage in the local historic district.

Attachment:

Section 109.00 - CERTIFICATE OF APPROVAL

Modified Exhibit "A" Tarpon Springs Heritage Preservation Board Certificate of Approval Quick Reference Chart

EXHIBIT "A"
TARPON SPRINGS HERITAGE PRESERVATION BOARD
Certificate of Approval Quick Reference Chart

CA ISSUED BY HPB or Staff: Residential & Commercial

Type of Construction Activity	Contributing, Contributing "but Altered", & Traditional Cultural Properties		Non-contributing Structure/Vacant Lot	
Accessory Structure, New	HPB		HPB	
Addition to Primary or Accessory Building	HPB		HPB	
Carport or Porch Enclosure, New	HPB		HPB	
Deck, New Above Grade	HPB		Staff	
Demolition	HPB		Staff	
Driveway, New	HPB		HPB	
Fence/Wall, Repair Existing Consistent w/Design Guidelines Not consistent w/Design Guidelines	Staff HPB		Staff HPB	
Fence/Wall, New If visible from Right-Of-Way	HPB, if not consistent with Design Guidelines; Staff if consistent		Staff, if consistent with Design Guidelines; HPB if not consistent	
Fire Escape	HPB if visible from street; Staff if not		Staff	
Foundation Enclosure	HPB		Staff	
Hurricane Shutters	HPB (only if permanent)		Staff	
Kiosk, Ticket Booth, etc.	HPB		HPB	
Landscaping, Major Plan*	HPB		HPB	
Move Structure onto site	HPB		HPB	
Paint	Not reviewed		Not reviewed	
Parking Lot				
Resurface only (no additional area)	Staff		Staff	

Type of Construction Activity	Contributing, Contributing "but Altered", & Traditional Cultural Properties		Non-contributing Structure/Vacant Lot	
		Temporary Delegation of CA Approval Authority		Temporary Delegation of CA Approval Authority
New or Expanded Lot	HPB		HPB	
New structure parking	HPB		HPB	
Patio at grade	HPB		Staff	
Pool/Spa, New	Staff		Staff	
Pool cage, New	Staff		Staff	
Porch Supports/Ornamentation Repair (original materials/style only*)	Staff		Staff	
Porch, replace & repair				
With original materials/style	Staff		Staff	
With other than original materials/style	HPB	Staff	Staff	
Primary Structure, including Dormers, New	HPB		HPB	
Roof, New				
With original materials/style	Staff		Staff	
With other than original Roofs enclosed with no change to existing Parapet, walls exempt	HPB	Staff	Staff	
Roof, Repair				
With original materials/style	Staff		Staff	
With other than original	HPB	Staff	Staff	
Roofs enclosed with existing parapet walls exempt				
Satellite Dish, Antenna, Security Bars	HPB only if visible from street; Staff if not		Staff	

Type of Construction Activity	Contributing, Contributing "but Altered", & Traditional Cultural Properties		Non-contributing Structure/Vacant Lot	
		Temporary Delegation of CA Approval Authority		Temporary Delegation of CA Approval Authority
Signs, Awnings, Canopies				
Repair/replace fabric	Staff		Staff	
New	HPB		HPB	
Site Clearing	Staff		Staff	
Skylights	Staff		Staff	
Solar Collectors	HPB only if visible from street; Staff if not		Staff	
Stucco/siding/brick stone/soffit/fascia, Repair				
With same materials/style	Staff		Staff	
Stucco/siding/brick stone/soffit/fascia, Replace/New	HPB	Staff	Staff	
Window/Door Replacement				
With original materials/style	Staff		Staff	
With other than original	HPB	Staff	Staff	



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: Application for Annexation, Land Use, and Zoning for property located at 249 and 251 Anclothe Road (Application 24-51); **Quasi-Judicial. (Renea Vincent Planning Director) DEFERRED TO NOV. 19, 2024 BOC REGULAR SESSION**

Recommendation

Staff recommends that the Board of Commissioners **consider the request and act to approve or deny** the following **Ordinances** to:

- **2024-08:** annex approximately 0.375 acres into the City of Tarpon Springs municipal boundary (Quasi-Judicial),
- **2024-10:** amend the Future Land Use Map (FLUM) from Pinellas County land use designation E (Employment) to City of Tarpon Springs land use designation IG (Industrial General) (Legislative), and,
- **2024-09:** amend the Official Zoning Atlas from Pinellas County zoning designation C-2 (General Commercial and Services) to City of Tarpon Springs zoning designation WDII (Waterfront Marine Industry Development District) (Quasi-Judicial).

The **Planning and Zoning Board** reviewed this item at their regular meeting of October 21, 2024 with six (6) members present. The **Board voted unanimously to recommend approval** of each of the above three ordinances.

Background

The applicant is requesting annexation of approximately 0.375 acres of developed property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County E (Employment) to City of Tarpon Springs IG (Industrial General), and, a rezoning of the property from Pinellas County C-2 (General Commercial and Services) to City of Tarpon Springs WDII

(Waterfront Marine Industry Development District). The application does not state a purpose for the annexation request. The parcel at 249 Anclothe Road is built with a single family detached dwelling. The adjacent parcel at 249 Anclothe Road is being used for boat storage.

Location



Funding

N/A

Strategic Plan Objective

Goal D.1 Expand and Diversify Local Employment Opportunities that Support a Living Wage
Objective D.1.3 Develop a plan for remaining developable land (north side of the river).



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[OCTOBER 21, 2024 / NOVEMBER 5, 2024]

STAFF REPORT – OCTOBER 14, 2024

Application No. / Project Title: #24-51 / Belle Harbour Marina Annexation

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Merlin Seamon / Sea Bass, LLC d.b.a. Belle Harbour Marina

Property Size: 0.375 acres

Current Zoning: Pinellas County – C-2 (General Commercial and Services)

Proposed Zoning: WDII (Waterfront Marine Industry Development District)

Current Land Use: Pinellas County – E (Employment)

Proposed Land Use (Current): IG (Industrial General)

Proposed Land Use (2045): I (Industrial)

Location / Parcel ID: 249 and 251 Anclose Road / 12-27-15-11214-006-0015
12-27-15-11214-007-0003

Ordinances: **2024-08 for Annexation**
2024-10 for Future Land Use Map Amendment
2024-09 for Rezoning

BACKGROUND SUMMARY:

The applicant is requesting annexation of approximately 0.375 acres of developed property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County E (Employment) to City of Tarpon Springs IG (Industrial General), and, a rezoning of the property from Pinellas County C-2 (General Commercial and Services) to City of Tarpon Springs WDII (Waterfront Marine Industry Development District). The application does not state a purpose for the annexation request. The parcel at 249 Anclose Road is built with a single family detached dwelling. The adjacent parcel at 249 Anclose Road is being used for boat storage.

PRELIMINARY STAFF RECOMMENDATION:

Staff cannot identify any significant negative long-term planning issues with annexation of this property. The Board of Commissioners should be aware of, and consider the following, in making a determination:

- The existing single family residence at 249 Anclose Road (east parcel) is currently, and would continue upon annexation, to be a legal non-conforming use. The western parcel (251 Anclose Road) would not conform with the lot width in the proposed zoning. However, these conditions alone are not expected to place an undue burden on the City.
- Neither parcel has direct public roadway or public utilities access. However, these services are available nearby (Anclose Road and Bayou Drive). The burden would be on the owner/redeveloper of the parcels to extend services to the properties.



- Pinellas County does not currently have any active code enforcement cases for either of the two parcels included in the annexation request.
- The annexation and expansion of these properties to the proposed Future Land Use Map and zoning designations would expand the existing working waterfront and waterfront-dependent character of this area. This is consistent with the current and 2045 Future Land Use Map and the Place Based Area Map.

Given the above, staff recommends that the Board of Commissioners consider the request and act to approve or deny the following **Ordinances** to:

1. **2024-08:** annex approximately 0.375 acres into the City of Tarpon Springs municipal boundary (Quasi-Judicial),
2. **2024-10:** amend the Future Land Use Map (FLUM) from Pinellas County land use designation E (Employment) to City of Tarpon Springs land use designation IG (Industrial General) (Legislative), and,
3. **2024-09:** amend the Official Zoning Atlas from Pinellas County zoning designation C-2 (General Commercial and Services) to City of Tarpon Springs zoning designation WDII (Waterfront Marine Industry Development District) (Quasi-Judicial).

CURRENT PROPERTY INFORMATION:

Use of Property:	Developed with a single family dwelling and boat storage
Site Features:	Buildings, fencing, gravel drive/parking/storage, few trees
Vehicle Access:	The property gains access from Anclothe Road through the adjacent Pinellas County-owned Belle Harbour Marina property.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	WDII (Waterfront Marine Industry Development District)	IG (Industrial General)
South:	Pinellas County E-1 (Employment-1)	Pinellas County E (Employment)
East:	Pinellas County C-2 (General Commercial and Services) Pinellas County E-2 (Employment-2)	Pinellas County E (Employment)
West:	WDII (Waterfront Marine Industry Development District)	IG (Industrial General)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The subject property is located in unincorporated Pinellas County and is zoned C-2 (General Commercial and Services) with an Employment (E) Future Land Use Map (FLUM) designation. The applicant is seeking voluntary annexation into the City of Tarpon Springs. The property is



bordered on the north and west sides by the Belle Harbour Marina, a Pinellas County-owned property located within the municipal limits of Tarpon Springs.

2. The Belle Harbour Marina property is located in the WDII (Waterfront Marine Industry Development) zoning district and the Industrial General (IG) FLUM category. The applicant has requested zoning and FLUM amendments to match the marina property. A corresponding amendment to the Countywide Map from Employment (E) designation to Industrial (I) designation would need to be requested.
3. The property is developed with a single family detached dwelling built in 1935 (east parcel – 249 Anclote Road) and with boat storage (west parcel – 251 Anclote Road). The single family detached dwelling is a legal nonconforming use and would remain so upon annexation. Historical aerial photography shows that the boat storage use of the western property was initiated after 2011 and expanded with demolition of a previously existing building at some point between 2014 and 2017. The applicant's undated survey shows this building on the property. Pinellas County review/permitting status for these activities was not investigated. Upon request, Pinellas County identified no active code enforcement case for either of the two properties included in the request.
4. The two properties that are a part of this request are located in an area of metes and bounds parcels. Neither of these two properties directly front on a public or private roadway and both must gain utilities and ingress/egress across other private property. While the County and City can provide access and utilities to these two parcels via existing facilities (i.e., Anclote Road), the owner/redeveloper of these parcels will need to confirm/obtain appropriate easements and construct compliant infrastructure to extend the services to these parcels.
5. The property is located in the Coastal High Hazard Area. The current Pinellas County FLUM designation allows transient density for lodging only. The requested FLUM amendment would remove all density (including transient density) from the property.

REVIEW STANDARDS / STAFF ANALYSIS - ANNEXATION:

Section 208.00 of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 171.043, Florida Statutes provide standards for annexations. These standards, along with planning staff's analysis are provided below:

1. **Whether the property in question would create a municipal or county enclave upon annexation; i.e.: whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.**

Staff Analysis: The property is contiguous to the existing Tarpon Springs municipal limits on the north and west sides and will not create an enclave.

2. **Whether the property in question would reduce a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County.**

Staff Analysis: Florida Statutes Section 171.031(13)(a) defines an enclave as "Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality." This is referred to as a "Type A" enclave per the Interlocal Service Boundary Agreement (ISBA) with Pinellas County. The agreement was executed to provide



flexibility with regard to statutory annexation processes in order to promote sensible service boundaries within the highly urban character of Pinellas County. The flexibility provided allows the City to annex noncontiguous properties that are in a Type A enclave notwithstanding the statutory annexation standards.

The subject property is located within a "Type A" enclave. However, the property already qualifies for annexation because it is contiguous with the municipal boundaries. Annexation of this property will reduce the "Type A" enclave.

3. The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.

Staff Analysis: The property has the following public facilities service characteristics:

- The City has been providing potable water service to the property at 249 Anclote Road (single family residence) since 1986. There is an existing City potable water main traversing the length of Anclote Road in this area. Water service at 249 Anclote Road is apparently metered on Bayou Drive to the east via an existing 2-inch line extension along that street. The service meter is therefore connected to the existing residence through adjacent private property, perhaps through an existing easement or agreement (The City has not confirmed a record of the easement).

The adjacent property at 251 Anclote Road (boat storage) does not show any records of utilities, although a previous building on the property was apparently demolished at some point between 2014 and 2017. The Pinellas County Property Appraiser lists the 251 Anclote Road property as "vacant residential" for appraisal purposes.

The City has the ability to provide potable water service from the line on Anclote Road. However, the method of connection for each of these two properties depends on the provision of easements over adjacent properties as neither one has direct roadway frontage.

- The City is the wastewater service provider for this area. Wastewater for the 249 Anclote Road parcel (single family residence) is presumably being handled via an on-site sewage disposal system (septic tank) as the City has no record of service for that address. The properties at 307 Anclote Road (Belle Harbour Marina on County-owned parcel) and at 215 Anclote Road (southeast corner of Anclote Road and Bayou Drive) are both served with sanitary sewer. However, the other metes and bounds parcels along and adjacent to Bayou Drive are not served, so the built properties are presumably on septic tanks. The City has the capacity and the infrastructure (pressure main on Anclote Road) to serve the two properties requesting annexation. However, as with potable water service, the method of connection depends on the provision of easements over adjacent properties as neither one has direct roadway frontage.
- Anclote Road is under the jurisdiction of Pinellas County. Bayou Drive to the east is under the jurisdiction of the City of Tarpon Springs. Both parcels proposed for annexation currently gain access via a driveway extending from Anclote Road, through the Pinellas County-owned



Belle Harbour Marina parcel. An easement or other instrument memorializing the access has not been provided to the City.

- The property is within the City's solid waste service area. The City has the ability to provide solid waste service to these properties from Anclote Road.
 - It is not known whether any on-site stormwater handling facilities exist on the site. None are discernable on aerial photography. A future redevelopment of the property would be required to provide for stormwater handling in accordance with the City's Land Development Code.
 - The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.
- 4. The history or status of any Pinellas County code enforcement actions or violations that may cause an undue burden on the City. Such actions include, but are not limited to unpermitted construction, FEMA violations, nonconforming uses and illegal or prohibited uses.**

Staff Analysis: Pinellas County was contacted with a request for any open code enforcement cases. The County confirmed that there are no active/open cases associated with either of the two properties proposed for annexation.

5. Whether the property in question is consistent with the City's Comprehensive Plan.

Staff Analysis: The owner has requested a FLUM designation of Industrial General (IG) under the current Comprehensive Plan. The applicant is aware that the name of this designation will change to Industrial (I) when the 2045 Comprehensive Plan goes into effect. The City's 2045 Comprehensive Plan was adopted on September 17, 2024. The plan has been transmitted to, and is currently under review by, the state land planning agency. It is expected to be approved and become effective by November 14, 2024, prior to the second reading of Ordinance 2024-08.

The single family detached dwelling is inconsistent with the current Pinellas County Employment FLUM category and will continue to be inconsistent with the City's current Industrial General (IG) FLUM category and pending Industrial (I) category. As a legal nonconforming use, it may continue but the structure cannot be expanded or replaced. The boat storage use is consistent with both current and proposed FLUM designations. Tables on pages 5-6 of this staff report show the allowable uses under the current and pending Comprehensive Plans.

It is noted that the adopted 2045 Comprehensive Plan (effective date pending) also calls for evaluation of FLUM amendments in the context of the Place-Based Area Map:

Future Land Use Element Goal 2.1 "Utilize the Place Based Area Map to protect unique neighborhoods, cultural assets, coastal areas, recreation and tourism, and other community assets and to guide future development and redevelopment."

The property is located in the "Working Waterfront Intensive" area on this map, which is described as follows:



“Marine industrial areas characterized by intensive marine related industries such as boat building, boat repair and storage with less intensive marine accessory uses such as boat launching and traditional wet and dry slip marinas.”

This general characterization was established to recognize the intense boat building, repair and parts manufacturing occupying the Island Avenue peninsula, the collection of marinas (wet and dry slip) in the area (e.g., Belle Harbour, Anclote Isles, Freedom Boat Club, etc.), and similar uses. The applicant has requested a FLUM amendment (Industrial) that would be consistent with the current and long-term character of this area as depicted in the Place Based Area Map. The adopted 2045 Future Land Use Categories & Rules Table shows the Industrial FLUM category relationship to the “Working Waterfront Intensive” Place Based Area.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Current (2025) Comprehensive Plan: The Future Land Use Map amendment is a legislative decision of the Board of Commissioners. The standards for the County and current City FLUM categories are compared below:

	Current FLU: Pinellas County – Employment (E)	Proposed FLU: Tarpon Springs – Industrial General (IG)
INTENT:	It is the purpose of this category to depict those areas of the County that are now developed, or appropriate to be developed, with a broad range of employment uses; and so to encourage the reservation and use of areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.	
PRIMARY USES:	Research/Development-Light; Research/Development-Heavy; Manufacturing-Medium; Manufacturing-Light; Wholesale/Distribution; Storage/Warehouse (no self storage)	<u>Policy 2.5.2:</u> The primary use shall be light industrial, and business/research parks. Heavy industrial uses may be permitted after a conditional use review for compatibility.
MAX. DENSITY:	50 dwelling units/acre for lodging only	0 dwelling units / acre
MAX. FLOOR AREA RATIO:	0.65	0.60
MAX. IMPERVIOUS SURFACE:	0.85	0.90



Pending (2045) Comprehensive Plan: The City's 2045 Comprehensive Plan was adopted on September 17, 2024. The plan has been transmitted to, and is currently under review by, the state land planning agency. It is expected to be approved and become effective by November 14, 2024. The standards for the Pinellas County Employment (E) and pending City Industrial (I) FLUM categories are compared below:

	Current FLU: Pinellas County – Employment (E)	Proposed FLU: Tarpon Springs – Industrial (I)
INTENT:	It is the purpose of this category to depict those areas of the County that are now developed, or appropriate to be developed, with a broad range of employment uses; and so to encourage the reservation and use of areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.	
PRIMARY USES:	Research/Development-Light; Research/Development-Heavy; Manufacturing-Medium; Manufacturing-Light; Wholesale/Distribution; Storage/Warehouse (no self storage)	<u>Permitted Uses:</u> • Manufacturing, light / medium / heavy • Business/research parks • Marina facilities • Research/development, light/ heavy • Wholesale/distribution • Storage/warehouse
MAX. DENSITY:	50 dwelling units/acre for lodging only	0 dwelling units / acre
MAX. FLOOR AREA RATIO:	0.65	0.60
MAX. IMPERVIOUS SURFACE:	0.85	0.90

Staff Analysis: With the change in the FLUM from Pinellas County's Employment (E) category to the City's Industrial General (IG) category (current) and Industrial (I) category (pending), the current allowable density of zero (0) permanent dwelling units per acre would continue. The County Employment category currently allows for transient (lodging) density. The City's designations do not provide for transient density. The change would also allow the floor area ratio to decrease slightly (from 0.65 to 0.60) and the impervious surface ratio to increase slightly (from 0.85 to 0.90).



REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

A summary comparison of the zoning district standards is provided below:

	Current Zoning: Pinellas County – C-2	Proposed Zoning: City - WDII
Permitted/Conditional Uses:	A wide array of uses allowable.	<u>Permitted</u> : boat yards, commercial fishing establishments and related processing and packing, marinas, marine salvage and construction establishments. <u>Conditional</u> : community service uses, heavy utility service, industrial workshops and services, light manufacturing, off-shore tour vessels, seaports, warehouses, wholesale trade.
Max. Density	24 dwelling units per acre	0 dwelling units per acre
Max. Non-Residential Floor Area	0.55	0.60
Max. Impervious Surface Ratio	n/a	0.85
Min. Open Space	n/a	10%
Lot Standards:		
Min. Lot Area	10,000 square feet	5,000 square feet
Min. Lot Width	80 feet	50 feet
Min. Lot Depth	100 feet	80 feet
Max. Height	75 feet (limited to 45 feet within 50 feet of residential zoning)	40 feet
Setbacks:		
Front Yard	5 feet	10 feet
Side Yard	0 feet (20 feet required abutting a residential district)	10 feet
Side Street	n/a	10 feet
Rear Yard	0 feet (20 feet required abutting a residential district)	0 feet (25 feet when adjoining a residential district)



Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff's analysis are provided below:

1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.

Staff Analysis: See the above analysis of the FLUM amendment to the current IG (Industrial General) category and the pending I (Industrial) category. The proposed WDII (Waterfront Marine Industry Development) zoning district is consistent with these categories. It is also consistent with the goals, objectives and policies of both the current and the pending Comprehensive Plans.

2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

Staff Analysis: The property is currently built with a single family detached dwelling and with boat storage. This area of riverfront can primarily be characterized as industrial marine and tourist-oriented marine. It includes marinas, commercial marine facilities, and, industrial marine facilities. The collection of metes and bounds (unplatted) parcels of which the applicant's property is a part also includes six other homes built between 1925 and 1954. The County's current FLUM designation of Employment does not allow for permanent residential density. This would continue under the proposed City FLUM designation, so there is a long-term goal to phase permanent density out of this area.

The proposed WDII (Waterfront Marine Industry Development) zoning district is appropriate and compatible with the existing and planned uses in this area which are focused on marine industry-related and working waterfront employment. The existing single family dwelling (eastern parcel) may continue as a legal nonconforming use. The dwelling's east side setback is shown as 6.2 feet on the undated survey provided by the applicant. This would be a legal nonconforming condition in the WDII district. A change in the building's use could be accommodated without expanding that nonconformity. The western parcel (251 Anclote Road) does not conform to the required minimum parcel width standards of the WDII district. If it were to be redeveloped in the future, it may be required to be combined with an adjacent parcel.

3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Staff Analysis: The proposed amendment will provide for continuation and expansion of the working and tourist-oriented waterfront in accordance with the current and pending Comprehensive Plans. There are City facilities serving this area. The City does not anticipate additional costs to provide for public facilities.

4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public



facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.

Staff Analysis: The City has the capacity and ability to serve the property with all public facilities. The owner/redeveloper will be responsible for extending those facilities across private property to serve the existing and planned development. The proposed annexation will not adversely affect the City's ability to provide standard public facilities and will not degrade levels of service for any facilities. There are some nonconformities associated with the property. However, those are not expected to place an undue burden on City resources. There are no active code enforcement cases associated with the property.

TECHNICAL REVIEW COMMITTEE:

TRC reviewed this project on August 1, 2024, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing. The applicant was given the option of supplying additional information. No new information has been provided to date. There were no further comments from the TRC.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Slide Presentation
2. Application
3. Surveys
4. Draft Ordinances 2024-08, 2024-10 and 2024-09

BELLE HARBOUR MARINA #24-51

Planning & Zoning Board – October 21, 2024

Board of Commissioners – November 5, 2024

(Second Reading Date To Be Determined)





SUMMARY OF REQUESTS

#24-51 – 249 and 251 Anclothe Road

1. Annex

- 0.375 acres into City of Tarpon Springs

2. Future Land Use Map Amendment (FLUM)

- Current: E (Pinellas County – Employment)
- Proposed: IG (City of Tarpon Springs – Industrial General)
- Proposed 2045 Comprehensive Plan: I (City of Tarpon Springs – Industrial)

3. Rezoning

- Current: C-2 (Pinellas County – General Commercial and Services)
- Proposed: WDII (Tarpon Springs – Waterfront Marine Industry Development District)
- **Applicant / Owner**: Merlin Seamon / Sea Bass, LLC d.b.a. Belle Harbour Marina
- **Current Use**: single family detached dwelling; boat storage



SITE AND CONTEXT



SITE AND CONTEXT



SITE AND CONTEXT

**BELLE
HARBOUR
MARINA**

**BOAT
STORAGE**

**SINGLE
FAMILY
DWELLING**

BAYOU DRIVE

CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



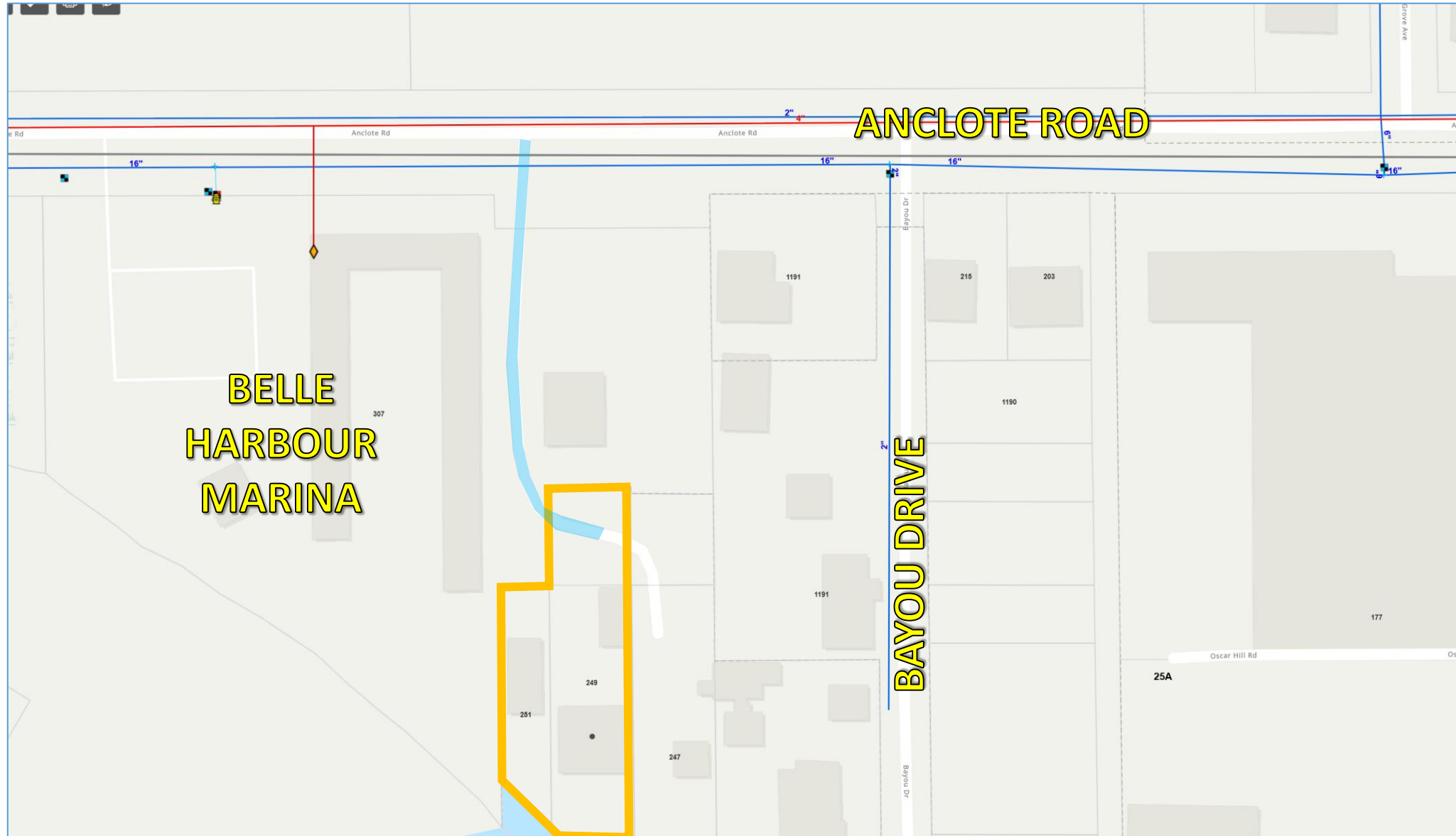
CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



REVIEW CRITERIA - ANNEXATION

- 1) Annexation of the property would not create a municipal or county enclave, is contiguous to the City's boundaries, and, is reasonably compact.
- 2) This property is within a "Type A" enclave but is contiguous with the municipal boundaries. Annexation will reduce the Type A enclave.
- 3) City facilities are available to the property and the City has the ability to serve the property upon annexation. Utilities and roadway access would be available from Anclothe Road (a Pinellas County roadway). The owner/developer must extend these services across adjacent private property.
- 4) Pinellas County has no active code enforcement case on the subject property. The property has an existing legal nonconforming single family detached dwelling. That use will continue as legal and nonconforming after annexation. The nonconformity will not place undue burden on City facilities or services.
- 5) The property is consistent with the proposed Future Land Use Map category. The existing nonconforming use may continue until removed or redeveloped.

REVIEW CRITERIA – UTILITIES/ROADWAY ACCESS

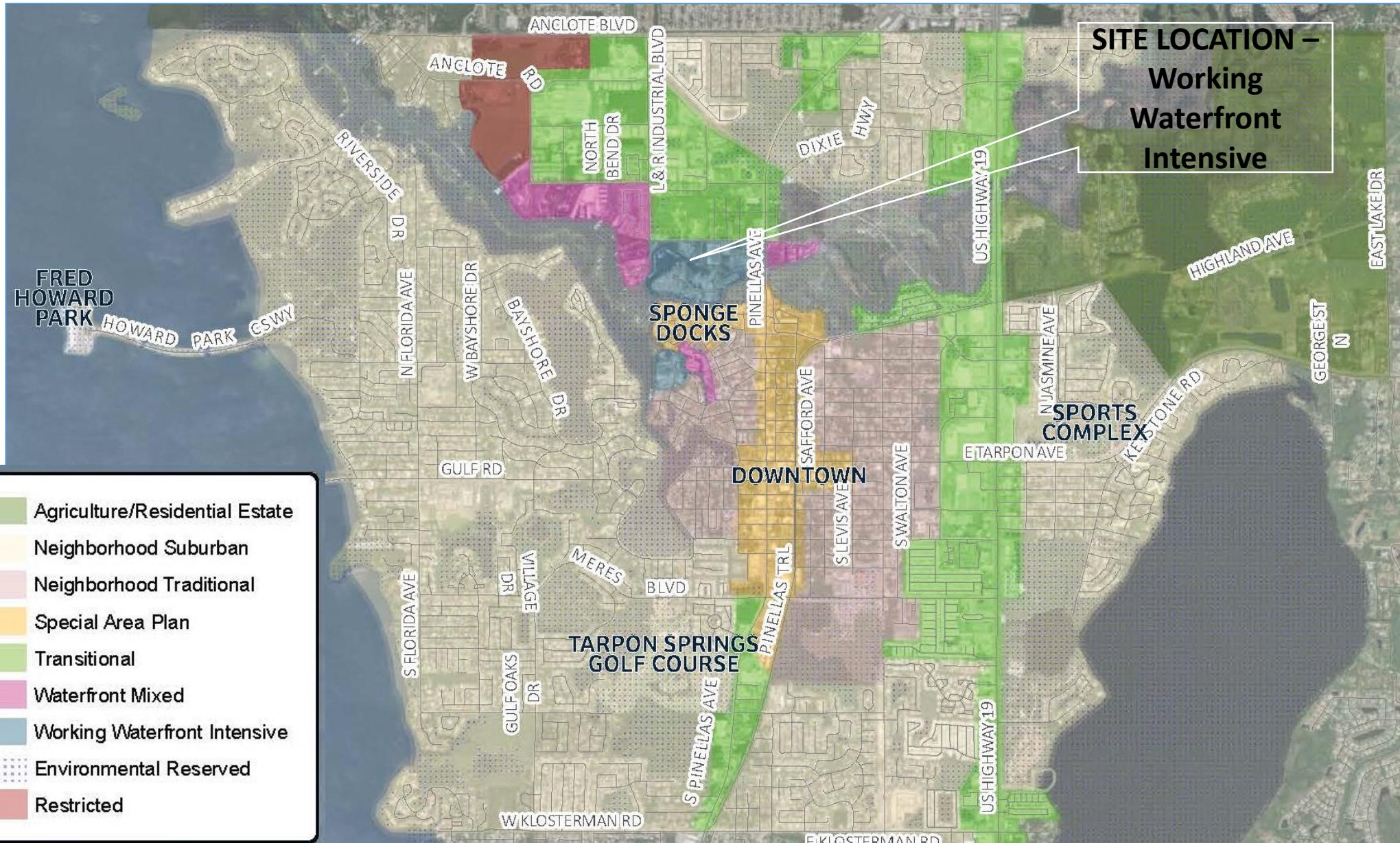




REVIEW CRITERIA – FLUM AMENDMENT

- 1) The proposed Industrial General (IG) Future Land Use Map (FLUM) designation is consistent with the policies of the current (2025) Comprehensive Plan and the FLUM designations of the surrounding area.
- 2) The Industrial (I) FLUM designation is consistent with the policies of the pending (2045) Comprehensive Plan and with the Place Based Area Map overlay of “Working Waterfront Intensive.”
- 3) Upon approval of the annexation at first reading, an application will be filed for a Countywide Map amendment from Employment (E) to Industrial (I).
- 4) It is noted that with the change from the Pinellas County Employment (E) FLUM category, transient (lodging) density will be removed.

SITE LOCATION, PLACE-BASED AREA MAP



REVIEW CRITERIA - REZONING

- 1) The WDII (Warefront Marine Industry Development) zoning district is consistent with the IG (Industrial General) and Industrial (I) FLUM designations and the associated Comprehensive Plan policies.
- 2) The WDII district is appropriate to and compatible with the predominant uses in the area. The existing nonconforming single family dwelling would be allowed to continue until removed/redeveloped.
- 3) The amendment would provide for efficient and orderly growth as it would bring this parcel into the City under the appropriate long-term designation on both the FLUM and the Zoning Atlas and expand/continue the working waterfront character of this area.
- 4) The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, potable water, solid waste, drainage, law enforcement and fire protection. The property does not front on a roadway, so roadway access and utilities would have to be extended to the property across other private property.



PRELIMINARY STAFF RECOMMENDATION

#24-51 – ORDINANCES 2024-08, 2024-10 AND 2024-09:

The Board should consider the following:

- the property's nonconformities (no active Code Enforcement case),
- the lack of direct roadway and utilities access,
- the potential to continue and expand the working waterfront.

Staff recommends that the Board ***act to approve or deny*** the following:

- **Ordinance 2024-08**: Annex +/- 0.375 acres into Tarpon Springs
- **Ordinance 2024-10**: Amend the Future Land Use Map from Pinellas County E (Employment) to City of Tarpon Springs Industrial General (IG)
- **Ordinance 2024-09**: Amend the Zoning Atlas from Pinellas County C-2 (General Commercial and Services) to City of Tarpon Springs WDII (Waterfront Marine Industry Development) zoning district.

Public Notice – This item was advertised as required. No responses were received.



PLANNING AND ZONING RECOMMENDATION

#24-51 – ORDINANCES 2024-08, 2024-10 AND 2024-09:

The Planning and Zoning Board reviewed this item at their regular meeting of October 21, 2024 with six members present. The Board voted unanimously to **recommend approval** of each of the following three ordinances:

- **Ordinance 2024-08**: Annex +/- 0.375 acres into Tarpon Springs
- **Ordinance 2024-10**: Amend the Future Land Use Map from Pinellas County E (Employment) to City of Tarpon Springs Industrial General (IG)
- **Ordinance 2024-09**: Amend the Zoning Atlas from Pinellas County C-2 (General Commercial and Services) to City of Tarpon Springs WDII (Waterfront Marine Industry Development) zoning district.

ORDINANCE 2024-08

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.36 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD (APPLICATION 24-51); AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD FROM PINELLAS COUNTY EMPLOYMENT (E) CATEGORY TO CITY OF TARPON SPRINGS INDUSTRIAL GENERAL (IG) CATEGORY; AMENDING THE OFFICIAL ZONING ATLAS FOR PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD FROM PINELLAS COUNTY C-2 (GENERAL COMMERCIAL AND SERVICES DISTRICT) TO CITY OF TARPON SPRINGS WDII (WATERFRONT MARINE INDUSTRY DEVELOPMENT DISTRICT) PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said property has requested to annex said property described in Exhibit A; and,

WHEREAS, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and,

WHEREAS, annexation of the property will not create an enclave; and,

WHEREAS, the City of Tarpon Springs can provide services to the property; and,

WHEREAS, the owner of said property has applied to amend the Future Land Use Map designation of the property from the Pinellas County E (Employment) category to the City of Tarpon Springs I (Industrial General) category; and,

WHEREAS, the permitted uses within the IG (Industrial General) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has applied to re-zone the property from the Pinellas County C-2 (General Commercial and Services) zoning district to the City of Tarpon Springs WDII (Waterfront Marine Industry Development) zoning district; and,

WHEREAS, the proposed WDII (Waterfront Marine Industry Development) zoning district is consistent with the proposed Future Land Use Map category of IG (Industrial General); and,

WHEREAS, the planned uses within the WDII District are compatible with surrounding and existing land uses; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on October 21, 2024; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ANNEXATION

1. That this Ordinance will not create an enclave upon annexation.
2. That the property is located in a “Type A” enclave as identified in the City’s Interlocal Service Boundary Agreement with Pinellas County.
3. That annexation of the property will not have an adverse impact upon public facilities.
4. That the City will be able to provide public services to the property upon annexation.
5. That the history or status of any Pinellas County code enforcement actions, violations and/or nonconforming uses of the property will not cause undue burden on the City.
6. That the property is consistent with the City’s Comprehensive Plan and Future Land Use Map.

Section 2. FINDINGS: FUTURE LAND USE MAP AMENDMENT

1. That this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. That this amendment to IG (Industrial General) Future Land Use Map designation is appropriate.

Section 3. FINDINGS: ZONING ATLAS AMENDMENT

1. That this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.
2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 4. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described in Exhibit A is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 5. FUTURE LAND USE MAP DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Industrial General for the property described in Exhibit A.

Section 6. ZONING ATLAS DESIGNATION

The Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described in Exhibit A.

Section 7. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2024-08 EXHIBIT A

A lot 50 feet in width, extending Southward from a street to be opened 30 feet in width to the water of the Bayou or old channel of the Anclote River, and more particularly described as follows: Beginning at a stake located 280 feet West of the East boundary line of Lot 6 of Bridge Subdivision according to a map of the same recorded in Plat Book 4, Page 103, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, and 250 feet South of the South line of the present Anclote Road; running thence South parallel to the East boundary of said Lot Six (6), 280 feet distant therefrom for a distance of approximately 180 feet to the water edge; thence Westerly with the Bayou or River to a stake; thence North parallel with the first described line for a distance of about 145 feet to a stake in the South line of a 30-foot street; thence East with the same 50 feet to the place of beginning, Pinellas County, Florida.

and

Being a lot 30 feet wide and extending Southward, from a street to be opened 30 feet wide, to the waters of the Bayou or old channel of Anclote River, or more particularly described as follows: Beginning at a stake located 330 feet West of the Easterly boundary of Block 6 of Bridge Subdivision of that part of Section 12, Township 27 South, Range 15 East, lying North of the Anclote River, according to the map of said subdivision recorded in the office of the Clerk of the Circuit Court of Hillsborough County, Florida, (of which Pinellas County was formerly a part of) in Plat Book 4, Page 103, and 250 feet South of the South line of the present 30 foot Anclote Road, for a point of beginning, and running thence South, parallel to the East boundary of Block 6, and 330 feet distance therefrom for a distance of about 145 feet to the waters edge, thence Westerly with the bayou or river to a stake, thence North parallel to the first described line for a distance of 120 feet; thence East 30 feet to place of beginning, being a apart of Block 6 and 7 of Bridge Subdivision.

THE WEST 50.13 FEET OF THE FOLLOWING DESCRIBED PARCEL.

THAT PORTION OF BLOCK 6 AND BLOCK 7, BRIDGE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 103, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE WEST A DISTANCE OF 230.00 FEET; THENCE SOUTH 230.00 FEET TO THE POINT OF BEGINNING; THENCE S. 88 DEGREES 07' 41" W., 100.00 FEET; THENCE N. 00 DEGREES 04' 59" E., 58.04 FEET; THENCE S. 89 DEGREES 58' 02" EAST, 50.13 FEET; THENCE S. 00 DEGREES 00' 00" W., 4.36 FEET; THENCE 89 DEGREES 58' 02" E., 49.74 FEET; THENCE 00 DEGREES 00' 00" W., 50.72 FEET TO THE POINT OF BEGINNING.

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.37 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD (APPLICATION 24-51) FROM PINELLAS COUNTY EMPLOYMENT (E) CATEGORY TO CITY OF TARPON SPRINGS INDUSTRIAL GENERAL (IG) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of record of said property has applied to amend the Future Land Use Map designation of the property from the Pinellas County E (Employment) category to the City of Tarpon Springs I (Industrial General) category; and,

WHEREAS, the permitted uses within the IG (Industrial General) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to re-zone the property from the Pinellas County C-2 (General Commercial and Services) zoning district to the City of Tarpon Springs WDII (Waterfront Marine Industry Development) zoning district; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on October 21, 2024; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: FUTURE LAND USE MAP AMENDMENT

1. That this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. That this amendment to IG (Industrial General) Future Land Use Map designation is appropriate.

Section 2. FUTURE LAND USE MAP DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Industrial General for the property described in Exhibit A.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

DRAFT

ORDINANCE 2024-08 EXHIBIT A

A lot 50 feet in width, extending Southward from a street to be opened 30 feet in width to the water of the Bayou or old channel of the Anclote River, and more particularly described as follows: Beginning at a stake located 280 feet West of the East boundary line of Lot 6 of Bridge Subdivision according to a map of the same recorded in Plat Book 4, Page 103, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, and 250 feet South of the South line of the present Anclote Road; running thence South parallel to the East boundary of said Lot Six (6), 280 feet distant therefrom for a distance of approximately 180 feet to the water edge; thence Westerly with the Bayou or River to a stake; thence North parallel with the first described line for a distance of about 145 feet to a stake in the South line of a 30-foot street; thence East with the same 50 feet to the place of beginning, Pinellas County, Florida.

and

Being a lot 30 feet wide and extending Southward, from a street to be opened 30 feet wide, to the waters of the Bayou or old channel of Anclote River, or more particularly described as follows: Beginning at a stake located 330 feet West of the Easterly boundary of Block 6 of Bridge Subdivision of that part of Section 12, Township 27 South, Range 15 East, lying North of the Anclote River, according to the map of said subdivision recorded in the office of the Clerk of the Circuit Court of Hillsborough County, Florida, (of which Pinellas County was formerly a part of) in Plat Book 4, Page 103, and 250 feet South of the South line of the present 30 foot Anclote Road, for a point of beginning, and running thence South, parallel to the East boundary of Block 6, and 330 feet distance therefrom for a distance of about 145 feet to the waters edge, thence Westerly with the bayou or river to a stake, thence North parallel to the first described line for a distance of 120 feet; thence East 30 feet to place of beginning, being a apart of Block 6 and 7 of Bridge Subdivision.

THE WEST 50.13 FEET OF THE FOLLOWING DESCRIBED PARCEL.

THAT PORTION OF BLOCK 6 AND BLOCK 7, BRIDGE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 103, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE WEST A DISTANCE OF 230.00 FEET; THENCE SOUTH 230.00 FEET TO THE POINT OF BEGINNING; THENCE S. 88 DEGREES 07' 41" W., 100.00 FEET; THENCE N. 00 DEGREES 04' 59" E., 58.04 FEET; THENCE S. 89 DEGREES 58' 02" EAST, 50.13 FEET; THENCE S. 00 DEGREES 00' 00" W., 4.36 FEET; THENCE 89 DEGREES 58' 02" E., 49.74 FEET; THENCE 00 DEGREES 00' 00" W., 50.72 FEET TO THE POINT OF BEGINNING.

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.37 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD FROM PINELLAS COUNTY C-2 (GENERAL COMMERCIAL AND SERVICES DISTRICT) TO CITY OF TARPON SPRINGS WDII (WATERFRONT MARINE INDUSTRY DEVELOPMENT DISTRICT); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has applied to re-zone the property from the Pinellas County C-2 (General Commercial and Services) zoning district to the City of Tarpon Springs WDII (Waterfront Marine Industry Development) zoning district; and,

WHEREAS, the owner of said property has also applied to amend the Future Land Use Map designation of the property from the Pinellas County E (Employment) category to the City of Tarpon Springs I (Industrial General) category; and,

WHEREAS, the proposed WDII (Waterfront Marine Industry Development) zoning district is consistent with the proposed Future Land Use Map category of IG (Industrial General); and,

WHEREAS, the planned uses within the WDII District are compatible with surrounding and existing land uses; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on October 21, 2024; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ZONING ATLAS AMENDMENT

1. That this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.
2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. ZONING ATLAS DESIGNATION

The Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described in Exhibit A.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2024-08 EXHIBIT A

A lot 50 feet in width, extending Southward from a street to be opened 30 feet in width to the water of the Bayou or old channel of the Anclote River, and more particularly described as follows: Beginning at a stake located 280 feet West of the East boundary line of Lot 6 of Bridge Subdivision according to a map of the same recorded in Plat Book 4, Page 103, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, and 250 feet South of the South line of the present Anclote Road; running thence South parallel to the East boundary of said Lot Six (6), 280 feet distant therefrom for a distance of approximately 180 feet to the water edge; thence Westerly with the Bayou or River to a stake; thence North parallel with the first described line for a distance of about 145 feet to a stake in the South line of a 30-foot street; thence East with the same 50 feet to the place of beginning, Pinellas County, Florida.

and

Being a lot 30 feet wide and extending Southward, from a street to be opened 30 feet wide, to the waters of the Bayou or old channel of Anclote River, or more particularly described as follows: Beginning at a stake located 330 feet West of the Easterly boundary of Block 6 of Bridge Subdivision of that part of Section 12, Township 27 South, Range 15 East, lying North of the Anclote River, according to the map of said subdivision recorded in the office of the Clerk of the Circuit Court of Hillsborough County, Florida, (of which Pinellas County was formerly a part of) in Plat Book 4, Page 103, and 250 feet South of the South line of the present 30 foot Anclote Road, for a point of beginning, and running thence South, parallel to the East boundary of Block 6, and 330 feet distance therefrom for a distance of about 145 feet to the waters edge, thence Westerly with the bayou or river to a stake, thence North parallel to the first described line for a distance of 120 feet; thence East 30 feet to place of beginning, being a apart of Block 6 and 7 of Bridge Subdivision.

THE WEST 50.13 FEET OF THE FOLLOWING DESCRIBED PARCEL.

THAT PORTION OF BLOCK 6 AND BLOCK 7, BRIDGE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 103, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE WEST A DISTANCE OF 230.00 FEET; THENCE SOUTH 230.00 FEET TO THE POINT OF BEGINNING; THENCE S. 88 DEGREES 07' 41" W., 100.00 FEET; THENCE N. 00 DEGREES 04' 59" E., 58.04 FEET; THENCE S. 89 DEGREES 58' 02" EAST, 50.13 FEET; THENCE S. 00 DEGREES 00' 00" W., 4.36 FEET; THENCE 89 DEGREES 58' 02" E., 49.74 FEET; THENCE 00 DEGREES 00' 00" W., 50.72 FEET TO THE POINT OF BEGINNING.

CITY OF TARPON SPRINGS, FLORIDA
Annexation Application

Return to:
 Planning & Zoning Department
 324 E. Pine Street
 Tarpon Springs, FL 34689
 (727) 942-5611

(Please type or print clearly)

Property Owner(s)

Name Sea Bass LLC DBA Belle Harbour Marina		Email merle@shoredev.com	
Address 307 Anclothe Rd			
City Tarpon Springs		State FL	Zip 34689
Phone 7272431493	Fax N/A	Cellular 7272431493	

Applicant

Name Merlin Seamon		Email merle@shoredev.com	
Address 1161 Marina Dr			
City Tarpon Springs		State FL	Zip 34689
Phone 7272431493	Fax N/A	Cellular 7272431493	

Agent (if applicable)

Name		Email	
Address			
City		State	Zip
Phone	Fax	Cellular	

General Information

Project Name Belle Harbour Marina Expansion		
Property Location or Address 249 and 251 Anclothe Rd		
Legal Description (attach additional sheets as necessary) See Survey		
Tax Parcel Number(s) 12-27-15-11214-007-0003 12-27-15-11214-006-0015	Site Acreage .36	Percentage of City

Land Use & Zoning Information

Present Designations of Property (County)		Proposed Designations for Property (City)	
Land Use Category	Zoning District	Land Use Category IG Waterfront	Zoning District WDII
Land Use Plan Amendment Required? ☐ YES ☒ NO		If yes, Countywide Plan Amendment Required? ☐ YES ☒ NO	

The following MUST be furnished with this application: [incomplete applications will not be accepted]

- ☒ Completed original application with digital copies of all application documents
- ☒ \$500.00 advertising fee
- ☒ Property survey including legal description, signed and sealed by a professional land surveyor
- ☒ Proof of ownership (warranty deed, title certification, etc.)

CITY OF TARPON SPRINGS, FLORIDA
Annexation Application

The following is an excerpt from the City's Comprehensive Zoning and Land Development Code regarding annexation applications.

§ 208.00 ANNEXATIONS.

- (A) This section is intended to supplement the requirements of F.S. Ch. 171.
- (B) Voluntary applications to annex shall be filed by the property owner of record and shall be filed with the Planning and Zoning Department on forms provided by the Director and shall include the required fee established by this Code.
- (C) The Director shall forward all applications to the City's Technical Review Committee (TRC) for an administrative and completeness review.
- (D) Upon receiving a determination from the Technical Review Committee (TRC) that the application is complete and ready for processing the Director shall notice the application for public hearing before the Planning and Zoning Board and Board of Commissioners.
- (E) Notice for public hearing shall constitute written legal notice in accordance with the requirements of this Article.
- (F) The Planning and Zoning Board shall hold a public hearing on the application for the purpose of submitting a written recommendation to the Board of Commissioners.
- (G) The Board of Commissioners shall review the application and recommendation of the Planning and Zoning Board and render a decision based upon the following factors and approval shall be in the form of an ordinance:
 - (1) Whether the property in question would create a municipal or County enclave upon annexation.
 - (2) The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.
 - (3) Whether the property in question is consistent with the City's Future Land Use Map Series and the terms of the City's Interlocal Planning Agreement with Pinellas County.
- (H) Upon annexation the area annexed shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits of other parts of the City.
- (I) The area annexed shall be subject to the regulations of the Pinellas County land use plan and zoning code until the area is zoned and designated with a land use district by the City to comply with its Comprehensive Plan.

CITY OF TARPON SPRINGS, FLORIDA
Annexation Application

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

I (we) certify that Merlin Seamon
AGENT is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I (we) assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 20 ____
by Merlin E. Seamon
by _____, who is personally known to me or who has produced
PROPERTY OWNER NAME PRINTED
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: _____

Signature: _____

Stamp: _____

Prepared by and return to:
Herbert Elliott
Attorney at Law
1111 Riverside Drive
Tarpon Springs, FL 34689

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2017129234 04/26/2017 at 03:16 PM
OFF REC BK: 19605 PG: 2102-2103
DocType:DEED RECORDING: \$18.50
D DOC STAMP: \$350.00

Parcel ID No. 12/27/15/11214/006/0006(portion)
Consideration: \$50,000.00

WARRANTY DEED

This Indenture, made this 21st day of April, 2017, Between, Alexander M. Joanow, a single man, individually and as Trustee of the Alexander M. Joanow Revocable Living Trust, u/t/d May 23, 2012, 1163 Bayou Drive, Tarpon Springs, Florida, 34689, Grantor, and

Sea Bass, LLC, a Florida Limited Liability Company, 331 Anclote Road, Tarpon Springs, Florida 34689, Grantee,

Witnesseth that said Grantor, for and in consideration of the sum of **** TEN DOLLARS ****, has granted, bargained and sold to the said Grantee, its heirs and assigns forever, the following described land in Pinellas County, Florida:

SEE EXHIBIT A

The above property is vacant land.

and the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantor has unto set his hand and seal the day and year first above written.

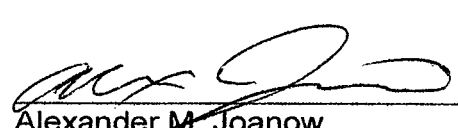
Signed, sealed, and delivered in our presence:

Witness 1:

Printed:

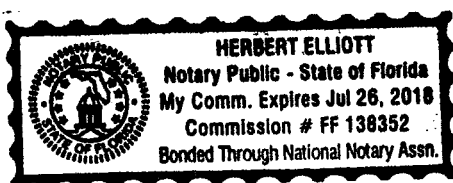
Witness 2:

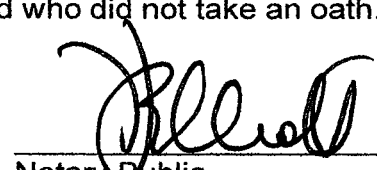
Printed:


Alexander M. Joanow
Individually and as Trustee

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of April, 2017, by Alexander M. Joanow, who is personally known to me, and who did not take an oath.




Notary Public
My Commission Expires:

Prepared by and Return to:
Robin Sweller
Roland D. Waller, Esq.
5332 Main Street
New Port Richey, FL 34652
727-847-2288
File No.: 35566.01

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **10th** day of **September, 2013** between

Frank Morin and Anna Tarabocchia
whose post office address is
16423 Ivy Lake Drive, Odessa, FL 33556
grantor, and

Sea Bass, LLC, a Florida corporation
whose post office address is
307 Anclole Road, Tarpon Springs, FL 34689
grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of **Two Hundred Sixty Thousand and 00/100 Dollars** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pinellas County Florida** to-wit:

A lot 50 feet in width, extending Southward from a street to be opened 30 feet in width to the water of the Bayou or old channel of the Anclole River, and more particularly described as follows: Beginning at a stake located 280 feet West of the East boundary line of Lot 6 of Bridge Subdivision according to a map of the same recorded in Plat Book 4, Page 103, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, and 250 feet South of the South line of the present Anclole Road; running thence South parallel to the East boundary of said Lot Six (6), 280 feet distant therefrom for a distance of approximately 180 feet to the water edge; thence Westerly with the Bayou or River to a stake; thence North parallel with the first described line for a distance of about 145 feet to a stake in the South line of a 30-foot street; thence East with the same 50 feet to the place of beginning, Pinellas County, Florida.

and

Being a lot 30 feet wide and extending Southward, from a street to be opened 30 feet wide, to the waters of the Bayou or old channel of Anclole River, or more particularly described as follows: Beginning at a stake located 330 feet West of the Easterly boundary of Block 6 of Bridge Subdivision of that part of Section 12, Township 27 South, Range 15 East, lying North of the Anclole River, according to the map of said subdivision recorded in the office of the Clerk of the Circuit Court of Hillsborough County, Florida, (of which Pinellas County was formerly a part of) in Plat Book 4, Page 103, and 250 feet South of the South line of the present 30 foot Anclole Road, for a point of beginning, and running thence South, parallel to the East boundary of Block 6, and 330 feet distance therefrom for a distance of about 145 feet to the waters edge, thence Westerly with the bayou or river to a stake, thence North parallel to the first described line for a distance of 120 feet; thence East 30 feet to place of beginning, being a apart of Block 6 and 7 of Bridge Subdivision.

ANCLOTE ROAD

BOUNDARY SURVEY SECTION 12 TOWNSHIP 27 SOUTH RANGE 15 EAST

DESCRIPTION :

A LOT 50 FEET IN WIDTH EXTENDING SOUTHWARD FROM A STREET TO BE OPENED 30 FEET IN WIDTH TO THE WATER OF THE BAYOU OR OLD CHANNEL OF THE ANCLOTE RIVER; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE LOCATED 280 FEET WEST OF THE EAST BOUNDARY LINE OF LOT 6 OF BRIDGE SUBDIVISION ACCORDING TO A MAP OF THE SAME, RECORDED IN PLAT BOOK 4, PAGE 103, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND 250 FEET SOUTH OF THE SOUTH LINE OF THE PRESENT ANCLOTE ROAD; RUNNING THENCE SOUTH PARALLEL TO THE EAST BOUNDARY OF SAID LOT SIX (6), 280 FEET DISTANT THEREFROM FOR A DISTANCE APPROXIMATELY 180 FEET TO THE WATER EDGE; THENCE WESTERLY WITH THE BAYOU OR RIVER TO A STAKE; THENCE NORTH PARALLEL WITH THE FIRST DESCRIBED LINE FOR A DISTANCE OF ABOUT 145 FEET TO A STAKE IN THE SOUTH LINE OF A 30 FOOT STREET; THENCE EAST WITH THE SAME 50 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS BUT NOT WARRANTED. (PINELLAS COUNTY, FLORIDA).

PARCEL IDENTIFICATION NUMBER 12-27-15-11214-006-0015

AND BEING A LOT 30 FEET WIDE AND EXTENDING SOUTHWARD, FROM A STREET TO BE OPENED 30 FEET WIDE, TO THE WATERS OF THE BAYOU OR OLD CHANNEL OF ANCLOTE RIVER, OR MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE LOCATED 330 FEET WEST OF THE EASTERLY BOUNDARY OF BLOCK 6 OF BRIDGE SUBDIVISION OF THAT PART OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST, LYING NORTH OF THE ANCLOTE RIVER, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA (OF WHICH PINELLAS COUNTY WAS FORMERLY A PART OF) IN PLAT BOOK 4, PAGE 103, AND 250 FEET SOUTH OF THE SOUTH LINE OF THE PRESENT 30 FOOT ANCLOTE ROAD, FOR A POINT OF BEGINNING, AND RUNNING THENCE SOUTH, PARALLEL TO THE EAST BOUNDARY OF BLOCK 6, AND 330 FEET DISTANCE THEREFROM FOR A DISTANCE OF ABOUT 145 FEET TO THE WATERS EDGE; THENCE WESTERLY WITH THE BAYOU OR RIVER TO A STAKE, THENCE NORTH PARALLEL TO THE FIRST DESCRIBED LINE FOR A DISTANCE OF 120 FEET; THENCE EAST 30 FEET TO PLACE OF BEGINNING, BEING A PART OF BLOCK 6 AND 7 OF BRIDGE SUBDIVISION, TOGETHER WITH ALL RIPARIAN RIGHTS.

PRELIMINARY

SURVEY ABBREVIATIONS

AC = ACRES	O.U.L. = OVERHEAD UTILITY LINE
AC = AIR CONDITIONER	O.R.B. = OFFICIAL RECORD BOOK
ALUM. = ALUMINUM	PL = PLAT BOOK
AVL = AVENUE	PC = POINT OF CURVATURE
B.L.D. = BUILDING	PCP = PERMANENT CONTROL POINT
B.L.D. = BOLLARD	P.I. = POINT OF INTERSECTION
B.W. = BOLLARD	POB = POINT OF BEGINNING
C = CALCULATED	PRC = POINT OF REVERSE CURVE
CL = CENTERLINE	PRM = PERMANENT REFERENCE MONUMENT
CL = CHORD BEARING	PT = POINT OF TANGENT
CL = CHORD DISTANCE	R = RECORD
C.E. = COVERED ENTRY	RAD. = RADII
CONC. = CONCRETE	RNG. = RANGE
CS = CONCRETE SLAB	R/W. = RIGHT-OF-WAY
CR. = CORNER	S = SOUTH
COV. = COVERED	SC. = SCHEDULE
CT = COURT	SEC. = SECTION
CR. = DRIVE	SLY. = SOUTHWEST
E. = EAST	TWP. = TOWNSHIP
ELEC. = ELECTRIC	TY. = TYPICAL
ELN. = ELEVATION	W. = WEST
ELY. = EASTERLY	WLY. = WESTERLY
ENCL. = ENCLOSURE	W. = MORE OR LESS (or plus or minus)
ED. = EDGE OF PAVEMENT	° = DEGREES
ENT. = ENTRANCE	' = MINUTES WHEN USED IN BEARINGS
FO. = FOUND	" = SECONDS WHEN USED IN BEARINGS
PL = FOUND	' = FEET WHEN USED IN DISTANCES
HOLL. = MORE OR LESS	" = INCHES WHEN USED IN DISTANCES
N. = NORTH	
NLY. = NORTHERLY	

NOTE: Elevations shown on this map are based on National Geodetic Vertical Datum.

NOTE: Unless otherwise stated the property description shown herein was provided by client.

NOTE: Underground installations or improvements, including foundations, have not been located except as shown herein.

NOTE: The flood determination is based on the Flood Insurance Rate Map, Federal Emergency Management Agency. This determination does not imply that the referenced property will or will not be free from flooding or damage. Property in a special flood hazard area may be damaged by a flood greater than that predicted on the F.I.R.M. or that local drainage problem not shown on the map. This determination does not create liability on the part of this company, or any officer or any employee thereof, for any damage that results from reliance on this determination.

NOTE: Above ground improvements including building overhangs have not been located except as shown herein.

NOTE: This survey was prepared without the benefit of a title search and may be subject to easement, rights-of-way, and other matters of record.

NOTE: Prior to construction and / or reliance on flood zone data, the building department should be contacted for verification of flood zone.

NOTE: The property shown herein may be subject to the rules, regulations, ordinances and / or jurisdictions of local state and / or federal agencies. The requirements of all rules, regulations, ordinances and / or the limits of said jurisdictions are not shown.

REVISIONS

CERTIFIED TO:
XXXXXXXXXX
XXXXXXXXXX

LEGEND

■ SET CONCRETE MONUMENT
□ FOUND CONCRETE MONUMENT
● SET 1/2" IRON ROD U.S. # 4154
○ FOUND IRON ROD
▲ SET NAIL & DISK # 4154
△ FOUND NAIL

0 10 20
SCALE : 1" = 20.0'

BAY LAND SURVEYING
CERTIFICATE OF AUTHORIZATION U.S. # 4154

6154-A SPRINGER DR.
PORT RICHEY, FLORIDA 34668

PHONE : 727-845-1738
FAX : 727-844-3058
MOBIL : 727-243-8860

DRAWN BY:

DATE

DATE OF DRAWING:

XXXXX

SURVEY:

BOUNDARY

DATE OF FIELD WORK:

XXXXX

CREW CHIEF

DAVID PREVOT

WORK ORDER NO.:

XXXXX

SHEET

1

OF

1

SHEETS

Unless it bears the signature and the original rolled seal of a Florida Licensed Surveyor and Mapper, this map/report is for informational purposes only and is not valid. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

David K. Prevot
DAVID K. PREVOT
SURVEYOR AND MAPPER #4934

AC = ACRES
 A/C = AIR CONDITIONER
 ALUM = ALUMINUM
 AVE = AVENUE
 BLDG = BUILDING
 B/P = BRICK PAVING
 BLD = BUILDING
 BNDY = BOUNDARY
 C = CALCULATED
 C = CENTERLINE
 CB = CHORD BEARING

CD = CHORD DISTANCE
 CONC = CONCRETE
 CS = CONCRETE SLAB
 COR = CORNER
 COV = COVERED
 CY = CUBIC YARD
 DL = DRIVE
 DRA = DRAINAGE RETENTION AREA
 DUCOW = DRAINAGE RIGHT-OF-WAY
 E = EAST
 ELEC = ELECTRIC

ELV = ELEVATION
 ELY = EASTERLY
 ENCL = ENCLOSURE
 EOP = EDGE OF PAVEMENT
 EPT = EASEMENT
 FLD = FLOOD
 H = HEDGE
 H.O.L. = HOLE OR LESS
 N = NORTH
 NLY = NORTHERLY
 OVA = OVER ALL

SURVEY ABBREVIATIONS

CU = OVERHEAD UTILITY LINE
 O.U.L. = OFFICIAL RECORD BOOK
 P.C. = POINT OF CURVATURE
 P.E. = POOL EQUIPMENT
 P.I. = POINT OF INTERSECTION
 P.L. = PLANTER
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF REVERSE CURVE
 P.P.M. = PERMANENT REFERENCE MONUMENT
 R = RECORD
 RAD = RADIUS

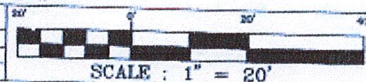
R.R. = RAILROAD
 R.R.C. = RIGHT-OF-WAY
 S = SOUTH
 SCL = SCREENED
 SLY = SECTION
 SLY = SOUTHERLY
 TRANS = TRANSFORMER
 TWP = TOWNSHIP
 TYP = TYPICAL
 W = WEST

WLY = WESTERLY
 WTT = WITNESS
 ± = MORE OR LESS (or plus or minus)
 * = DIMENSIONS
 * = DIMENSIONS WHICH USED IN BEARINGS
 * = DIMENSIONS WHICH USED IN BEARINGS
 * = DIMENSIONS WHICH USED IN BEARINGS

REY CONCRETE FOUNDATION
 FOUND CONCRETE FOUNDATION
 RET 3/2" FROM ROAD L.S. @ 4054

FOUNDED (IRON ROD)
 SET FOUNDED & CORNER @ 4054
 FOUND FOUNDED

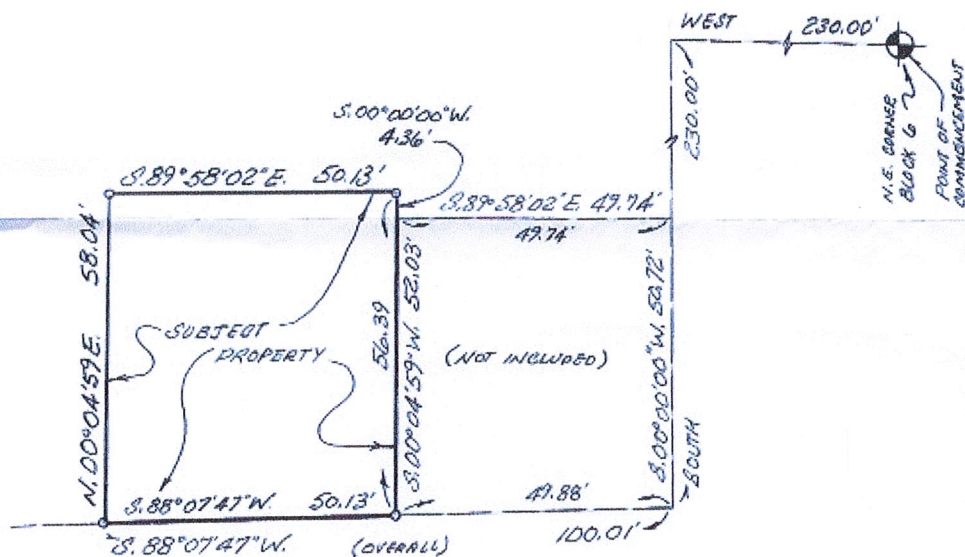
REVISIONS



DESCRIPTION:

THE WEST 50.13 FEET OF THE FOLLOWING DESCRIBED PARCEL.

THAT PORTION OF BLOCK 6 AND BLOCK 7, BRIDGE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 103, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE WEST A DISTANCE OF 230.00 FEET; THENCE SOUTH 230.00 FEET TO THE POINT OF BEGINNING; THENCE S. 88 DEGREES 07' 41" W., 100.00 FEET; THENCE N. 00 DEGREES 04' 59" E., 58.04 FEET; THENCE S. 89 DEGREES 58' 02" E., 50.13 FEET; THENCE S. 00 DEGREES 00' 00" W., 4.36 FEET; THENCE 89 DEGREES 58' 02" E., 49.74 FEET; THENCE 00 DEGREES 00' 00" W., 50.72 FEET TO THE POINT OF BEGINNING.



NOTE: Elevation shown thus $\triangle$ are based on National Geodetic Vertical Datum.
 NOTE: Unless otherwise stated the property description shown herein was provided by client.
 NOTE: Underground installations or improvements, including foundations, have not been located except as shown herein.
 NOTE: This flood determination is based on the Flood Insurance Rate Map, Federal Emergency Management Agency. This determination does not imply that the referenced property will or will not be free from flooding or damage. Property in a special flood hazard area may be damaged by a flood greater than that predicted on the F.I.R.M. or from local drainage problem not shown on the map. This determination does not create liability on the part of this company, or any officer or any employee thereof, for any damage that results from reliance on this determination.

NOTE: Above ground improvements including building overhangs have not been located except as shown herein.
 NOTE: This survey was prepared without the benefit of a title search and may be subject to easement, right-of-way, and other matters of record.
 NOTE: Prior to construction and / or reliance on flood zone note, the building department should be contacted for verification of flood zone.
 NOTE: The property shown herein may be subject to the rules, regulations, ordinances and / or jurisdictions of local state and / or federal agencies. The requirements of said rules, regulations, ordinances and / or the limits of said jurisdictions are not shown herein, unless stated otherwise.

DATE OF FIELD SURVEY: 4-7-17
 DATE OF DRAWING: 4-20-17
 CERTIFIED TO:

SEABASS, LLC

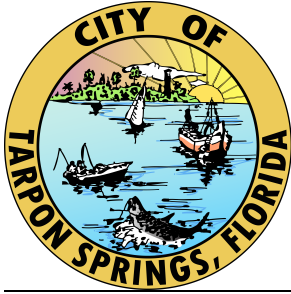
BAY LAND SURVEYING
 CERTIFICATE OF AUTHORIZATION LB. # 4164

6154-A SPRINGER DR.
 PORT RICHEY, FLORIDA 34668
 PHONE : 727-845-1738
 FAX : 727-844-3059
 MOBIL : 727-243-6660

BOUNDARY SURVEY: 4-7-17
 WORK ORDER NUMBER: 17-341AR

Unless it bears the signature and the original related seal of a Florida licensed surveyor and inspector, this map / report is for informational purposes only and is not valid. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

David K. Prevot 4-20-17
 DAVID K. PREVOT, SURVEYOR AND MAPPER #4934



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	24.51 PNZ - Belle Harbour Marina Expansion
Project Address	249-51 Anclote Rd Tarpon Springs, FL 34689 United States
Files and Attachments	Survey 2.pdf Design Development Application.pdf Design Development

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustments, or Board of Commission review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project scheduled for public hearing by Planning and Zoning staff.

Please keep in mind that the Planning & Zoning Division has 90-day suspense from the date of the TRC review for the submission of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted.

If you have questions concerning any of the above information, please do not hesitate to contact the Planning Department for assistance.

Fema

[Comment 00010 | Application.pdf]

Megan Araya

Flood Zone: AE-9 & AE-10

Fire

[Comment 00001 | Survey 2.pdf]

Kevin Wodrich

Not enough information to leave comments.

K. Wodrich, Fire Marshal 7/23/24

Planning and Zoning

[Comment 00002]

Patricia McNeese

This document contains comments resulting from the August 1, 2024 meeting of the Technical Review Committee.

[Comment 00003]

Patricia McNeese

The applicant is requesting annexation into the City of Tarpon Springs. [Section 208.00](#) of the Land Development Code (LDC) provides for 5 review criteria for annexations, summarized below:

1. The property is adjacent to the municipal limits and would not create an enclave.
2. The property is currently located in a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County, so annexation of this property would reduce the enclave.
3. Both properties are in the Tarpon Springs Fire District. It appears that City utilities for both water and sewer exist along Anclote Road in this area. Status of facilities service to be reviewed and discussed by the Technical Review Committee (TRC).
4. Staff has submitted a public records request to Pinellas County requesting status of code enforcement actions, if any. See additional separate comment regarding nonconformities.
5. Consistency with the Comprehensive Plan will be determined based on the results of the above research.

[Comment 00004]

Patricia McNeese

Both parcels are currently located in Pinellas County Future Land Use Map (FLUM) category, Employment (E), and in the county zoning district, General Commercial and Services (C-2). The applicant has requested a City FLUM designation of Industrial General (IG) and zoning of WDII (Waterfront Marine Industry Development). The requested designations are consistent with the surrounding annexed area.

The property is in the Employment category on the Countywide Map. Upon approval of first reading of the annexation ordinance, the City will apply for a change to the "Industrial" category on the Countywide Map.

[Comment 00005]

Patricia McNeese

The Pinellas County Property Appraiser lists the current use at 249 Anclote Road as "single family home" built in 1935. Single family detached residential is not an allowable use in the current Pinellas County C-2 zoning or in the proposed Tarpon Springs WD-II zoning. Due to the age of the existing structure, predating current codes, it is classified as a legal nonconforming use.

The Appraiser lists the current use at 251 Anclote Road as "vacant." Aerial photography shows that it appears to currently be used for boat storage. Historical aerial photography shows that boat storage on this parcel appears to have been initiated in 2011 and that the building shown on the applicant's survey was demolished by 2017.

[Comment 00006]

Patricia McNeese

The location of the parcel represented by Survey 1 could not be determined. It appears that it may be the north end of the eastern parcel?

Survey 2 is not dated or signed/sealed.

[Comment 00007]

Patricia McNeese

The applicant is encouraged to provide a narrative stating the reason(s) for the annexation request and future plans for the property, if any.

[Comment 00008]

Patricia McNeese

This item will be scheduled for the September 16, 2024 meeting of the Planning and Zoning Board and for the October 1, 2024 Board of Commissioners meeting (tentative). The City will then apply for a Countywide Map amendment. Upon approval of the Countywide Map amendment (anticipated in December 2024), second reading of the ordinance will be scheduled. The date may be affected by restrictions on annexations associated with upcoming elections.

Note: If the applicant would like to submit additional materials to accompany this application, please do so by August 16, 2024 in order to remain on the above hearing schedule.

[Comment 00009]

Patricia McNeese

It appears that there may be no utilities (water/sewer) serving this property. How is the property currently served? (well, septic, etc.).

Reviewers

Kevin Wodrich
kwodrich@tsfr.us

Patricia McNeese
(727) 942-5611
pmcneese@ctsfl.us

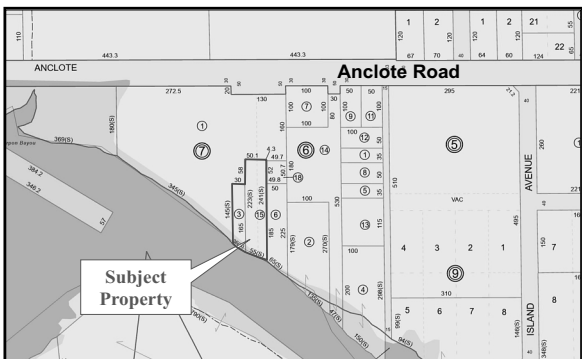
Megan Araya
(727) 942-5604
maraya@ctsfl.us

NOTICE OF PROPOSED ANNEXATION OF PROPERTY INTO CITY OF TARPON SPRINGS

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2024-08

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.36 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD (APPLICATION 24-51); AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD FROM PINELLAS COUNTY EMPLOYMENT (E) CATEGORY TO CITY OF TARPON SPRINGS INDUSTRIAL GENERAL (IG) CATEGORY; AMENDING THE OFFICIAL ZONING ATLAS FOR PROPERTY LOCATED AT 249 AND 251 ANCLOTE ROAD FROM PINELLAS COUNTY C-2 (GENERAL COMMERCIAL AND SERVICES DISTRICT) TO CITY OF TARPON SPRINGS WDII (WATERFRONT MARINE INDUSTRY DEVELOPMENT DISTRICT) PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.



Public Hearings on the proposed ordinances will be held before the **Planning and Zoning Board** and the **Board of Commissioners** on the following dates:

Monday, October 21, 2024 at 6:30 P.M.

Tuesday, November 5, 2024 at 7:30 P.M. (1st Reading)

ALL PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he 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.

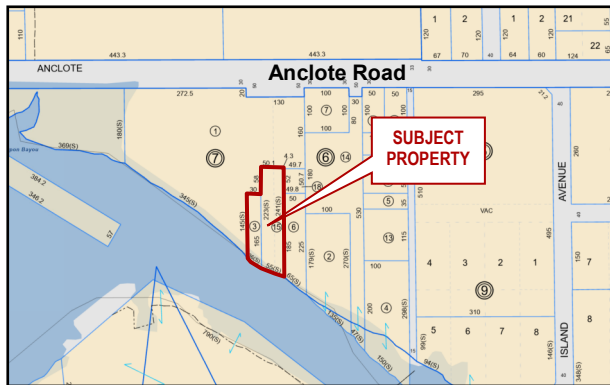
Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

**NOTICE OF UPCOMING PUBLIC HEARING REGARDING PROPOSED ANNEXATION
APPLICATION #24-51**

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611 or email us at planning@ctsfl.us.

«AddressBlock»



Application Description: An ordinance of the City of Tarpon Springs, Florida annexing 0.36 acres, more or less, of real property, amending the Future Land Use Map from Pinellas County designation E (Employment) to City of Tarpon Springs designation IG (Industrial General), and, amending the official zoning atlas from Pinellas County Zoning designation C-2 (General Commercial and Services) to City of Tarpon Springs designation WDII (Waterfront Marine Industry Development) for two properties located at 249 Anclothe Road and 251 Anclothe Road.

(Please Reference Application #24-51)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, October 21, 2024 at 6:30 p.m.** and the Board of Commissioners will hold one public hearings on **Tuesday, November 5, 2024 at 7:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.



Board of Commissioners

Memorandum

Date: November 5, 2024
To: Mayor and Board of Commissioners
Through:
From:
Subject: **ORDINANCE 2024-01: Land Development Code Amendment:** Amending Article VII, Heritage Preservation, and, Providing for Creation of Neighborhood Conservation Overlay Districts (Application 22-112); Legislative. ***DEFERRED TO A DATE CERTAIN OF DECEMBER 3, 2024.*** (Renea Vincent Planning Director)

Recommendation

Background

Funding

Strategic Plan Objective